

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 354

PRETORIA, 30 DECEMBER  
DESEMBER 1994

No. 16189

*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
<b>N.B.:</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*

	<i>Tarief per plasing</i>
	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 keerdatum .....	25,20
Tersydestelling en afwysings van aansoeke (J 158) .....	25,20

**WORD COUNT TABLE**

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

**WOORDETAL-TABEL**

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

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

## CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

### SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

### APPROVAL OF NOTICES

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

### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

### LIABILITY OF ADVERTISER

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

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

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

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

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

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

### GOEDKEURING VAN KENNISGEWINGS

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

### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

### AANSPREEKLIKHEID VAN ADVERTEERDER

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

**COPY**

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

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

- (1) The kind of notice.

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

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

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

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

**PAYMENT OF COST**

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

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

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

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

**KOPIE**

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

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

- (1) Die aard van die kennisgewing.

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

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

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

8. Alle eiename en 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 verbode 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 verbode 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 verbode aan die plasing van die kennisgewing(s) deur middel van ongekanselleerde inkomsteseëls betaal is nie.

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

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

**PROOF OF PUBLICATION**

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

**BEWYS VAN PUBLIKASIE**

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

***Important Notice***

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

***Belangrike Kennisgewing***

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

**IMPORTANT ANNOUNCEMENT**

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

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

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

- ▶ **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**  
**GOEWERMENTSKENNISGEWINGS** 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 kopie drie kalenderweke voor publikasie ingedien word

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

## TRANSVAAL

Saak 40741/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Mercantile Bank Beperk**, Vonnisskuldeiser, en **Johanna Jutaita Mabena**, Eerste Vonnisskuldenaar, en **Elliot Mabena**, Tweede Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 28 Februarie 1994, en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Benoni, op Woensdag, 18 Januarie 1995 om 11:00, en te die kantore van die Landdroshof, Benoni, Harpurlaan, Benoni, geregtelik verkoop, sonder 'n reserweprys:

Sekere Erf 3703, Daveyton-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 376 (driehondred ses-en-sewentig), gehou kragtens Transportakte TL240/1991.

Die eiendom is geleë te Tolostraat 3707, Daveyton, Benoni, en is baksteengebou onder 'n sinkdak met normale geriewe. Geen waarborg word op voorafgaande gegee nie.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal —

1.1 'n deposito van 10% (tien per centum) van die koopprys;

1.2 afslaersgelde ten bedrae van 5% (vyf per centum) op die eerste R20 000 (twintigduisend rand), en 3% (drie per centum) daarna op tot 'n maksimum bedrag van R6 000 (sesduisend rand), tot 'n minimum van R200 (tweehonderd rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die vonnisskuldeiser voor transport van die eiendom betaal —

2.1 alle agterstallige heffings, belastings, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

2.2 rente op die bedrag van die toekenning in die distribusieplan aan die eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom;

2.3 die balans van die koopprys teen transport betaalbaar verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Benoni voor en ten tye van die verkoping, te Liverpool Park 12, Liverpoolweg, Benoni-Suid, of by die perseel van Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.

Geteken te Johannesburg op hierdie 16de dag van November 1994.

M. de Bruin, vir Smith Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. M. de Bruin/ls/23076.)

Case 4190/90

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 **Ngomane: Nvlungu Elias**, First Defendant, and **Ngomane: Shunkazi Tryphina (Mrs)**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 12 June 1990 and a writ of execution dated 4 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, Defendant's right, title and interest in:

Certain Erf 1472, Vosloorus Township, Registration Division IR, Transvaal, measuring 262 (two hundred and sixty-two) square metres, held by the mortgagor under Certificate of Registered Grant of Leasehold TL36752/1988, situated at Erf 1472, Vosloorus, Boksburg.

*Improvements:* Improvements cannot be guaranteed.

*Terms and conditions:*

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

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

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

Dated at Boksburg this 5th day of December 1994.

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



Case 21778/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ramela Thomas**, First Defendant, and  
**Ramela Khumoetsile Dorah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the salesroom of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 20 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, at 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 11319, Dobsonville Extension 2 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 228 (two hundred and twenty-eight) square metres, situated at Erf 11319, Dobsonville Extension 2 Township, Roodepoort.

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

Dwelling consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 2nd day of December 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. R22157/PC.)

Case 9303/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mjoli Thembinkosi Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 56 12th Street, Springs, on 20 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 56 12th Street, Springs, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 13310, KwaThema Extension 2 Township, Registration Division IR, Division, measuring 409 (four hundred and nine) square metres, situated at Erf 13310, KwaThema 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, three bedrooms and bathroom. Outbuilding: Single garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 17th 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. M27136/PC.)

Case 26580/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dlamini Bheki Edward**, First Defendant, and **Dlamini Queeneth**, 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 19 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1857, Molapo Township, Registration Division IQ, Transvaal, measuring 257 (two hundred and fifty-seven) square metres, situated at Erf 1857, Molapo Township.

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

Dwelling under asbestos, bedroom, lounge, dining-room, kitchen and bathroom.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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), and a minimum charge of R200 (two hundred rand).

Signed at Johannesburg on this the 1st day of December 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. D28489/PC.)

**Case 4220/91**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Koza Constance Mirriam Thokozile**, Defendant

In execution of 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 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1416, Dube Township, Registration Division IQ, Transvaal, measuring 490 (four hundred and ninety) square metres, situated at Erf 1416, Dube Township.

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

Single-storey dwelling under iron roof, lounge, dining-room, three bedrooms, kitchen, bathroom and toilet.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank or building society 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), and a minimum charge of 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. K12644/PC.)

**Case 26226/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malefane Tony**, Defendant

In execution of 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 the salesroom of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 20 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 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 8401, Dobsonville Extension 2 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 326 (three hundred and twenty-six) square metres, situated at Erf 8401, Dobsonville Extension 2 Township, Roodepoort.

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

Dwelling under tiled roof, dining-room, kitchen and two bedrooms.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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), and a minimum charge of R200 (two hundred rand).

Signed at Johannesburg on this the 6th day of December 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. M28703/PC.)

Case 11666/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pinase Patrick**, Defendant

In execution of 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 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 729, Dhlamini Township, Registration Division IQ, Transvaal, measuring 256 (two hundred and fifty-six) square metres, situated at Erf 729, Dhlamini Township.

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

Dwelling under iron roof, dining-room, kitchen and two bedrooms. Outbuildings: Two single garages and store-room.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of 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), and a minimum charge of 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. P21743/PC.)

Case 04485/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Swartbooi Pule Vincent**, Defendant

In execution of 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 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 8099, Orlando West Township, Registration Division IQ, Transvaal, measuring 365 (three hundred and sixty-five) square metres, situated at Erf 8099, Orlando West Township.

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

Dwelling under iron roof, bedroom, kitchen and dining-room. Outbuildings: Two single garages and store-room.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of 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) and minimum charge 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. S20231/PC.)

Case 28124/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mlangeni Martha Mntsei**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the salesroom of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 20 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 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 83, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, situated at Erf 83, Dobsonville Township, Roodepoort.

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

Dwelling under iron roof, dining-room, kitchen and two bedrooms. Outbuilding: Single garage.



The property is zoned Residential.

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

Auctioneers charges, payable on the day of 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) and a minimum charge R200 (two hundred rand).

Signed at Johannesburg on this the 6th day of December 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. M28923/PC.)

Case 6497/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabunda Maletsatsi Jane**, First Defendant, and **Mamotshewa Emily Majara**, Second Defendant, and **Majara Samuel**, 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, 131 Marshall Street, Johannesburg, on 19 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 8081, Orlando West Township, Registration Division IQ, Transvaal, measuring 376 (three hundred and seventy-six) square metres, situated at Erf 8081, Orlando West Township.

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

Single-storey dwelling under iron roof and dining-room. Outbuildings: Single garage, two servants' quarters and bathroom.

The property is zoned Residential.

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

Auctioneers 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) and a minimum charge 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. (Ref. M11122/PC.)

Case 32653/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashaba Ntombi Lettie**, Defendant

In execution of 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 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1846, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, measuring 227 (two hundred and twenty-seven) square metres, situated at Erf 1846, Chiawelo Extension 2 Township.

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

Dwelling under iron roof, two bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

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

Auctioneers 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) and a minimum charge 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. M18744/PC.)



Case 24638/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Motsosi Pogiso Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Rissik Street, Krugersdorp, on 18 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 at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 12851, Kagiso Extension 8 Township, Registration Division IQ, Transvaal, measuring 343 (three hundred and forty-three) square metres, situated at Erf 12851, Kagiso Extension 8 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on this the 1st day of December 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. M28657/PC.)

Case 16205/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maleke Nuku Abraham**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Rissik Street, Krugersdorp, on 18 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 at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 14002, Kagiso Extension 10 Township, Registration Division IQ, Transvaal, measuring 140 (one hundred and forty) square metres, situated at Erf 14002, Kagiso Extension 10 Township.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneers 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 17th 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. M27694/PC.)

Case 25756/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Magagula Samson**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Rissik Street, Krugersdorp, on 18 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 at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 14031, Kagiso Extension 10 Township, Registration Division IQ, Transvaal, measuring 145 (one hundred and forty-five) square metres, situated at Erf 14031, Kagiso Extension 10 Township, Krugersdorp.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on this the 5th day of December 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. M28693/PC.)

Case 10532/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nyakame Mhlupeki Koos**, Defendant

In execution of 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 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1250, Mofolo North Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 1250, Mofolo North Township.

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

Dwelling under asbestos roof, kitchen and three bedrooms. Outbuilding: Garage.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of 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. N27337/PC.)

Case 13323/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntini Gracious Jan**, First Defendant, and **Ntini Linah**, 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 19 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right title and interest in the leasehold in respect of Erf 908, Mofolo North Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 908, Mofolo North Township.

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

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

The property is zoned Residential.

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

Auctioneers charges, payable on the day of 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) and a minimum charge 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. N20988/PC.)

Case 13685/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkosi Ben NO**, executor in the estate late  
**Nkosi Mfonkwane Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 157, Dhlamini Township, Registration Division IQ, Transvaal, measuring 261 (two hundred and sixty-one) square metres, situated at Erf 157, Dhlamini Township.

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

Dwelling under asbestos roof, two bedrooms, dining-room and kitchen. Outbuildings: Two single garages, store-room and toilet.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank or building society 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 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) and a minimum charge R200 (two hundred rand).

Signed at Johannesburg on this the 1st day of December 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. N23374/PC.)

Case 16514/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngwenya Mkumbuza Jacob**, First Defendant, and  
**Ngwenya Nokutula Grace**, 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 19 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 5458, Zola Township, Registration Division IQ, Transvaal, measuring 224 (two hundred and twenty-four) square metres, situated at Erf 2314B, Zola South Township.

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

Woonhuis onder asbesdak, twee slaapkamers, eetkamer en kombuis. Buitegeboue: Motorhuis en toilet.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank or building society 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 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) and a minimum charge R200 (two hundred rand).

Signed at Johannesburg on this the 7th day of December 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. N21354/PC.)

Case 22828/88

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngqebe Nonkululeko Muriel**, Defendant

In execution of 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 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3731, Orlando East Township, Registration Division IQ, Transvaal, measuring 374 (three hundred and seventy-four) square metres, situated at Erf 3731, Orlando East Township.



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

Dwelling consisting of lounge, dining-room, study, kitchen, four bedrooms and two bathrooms. Outbuilding: Single garage.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of 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) and a minimum charge 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. N28610/PC.)

Case 10078/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndhlovu, Victor**, First Defendant, and **Ndhlovu, Phahlakazi Evelyn**, 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 19 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2864, Protea North Township, Registration Division IQ, Transvaal, measuring 125 (one hundred and twenty-five) square metres, situated at Erf 2864, Protea North Township.

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

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

Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on 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. N20626/PC.)

Case 02144/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndala, Wooldrige**, Defendant

In execution of 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 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 618, Dube Township, Registration Division IQ, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, situated at Erf 618, Dube Township.

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

Well kept detached single-storey dwelling under iron roof, two bedrooms, kitchen and dining-room.

Outbuildings: Two single garages.

The property is zoned Residential.

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



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

Signed at Johannesburg on the 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. N19821/PC.)

Case 24498/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mtombeni, Stout Israel**, Defendant

In execution of 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 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1480, Pimville Zone 1 Township, Registration Division IQ, Transvaal, measuring 249 (two hundred and forty-nine) square metres, situated at Erf 1480, Pimville Zone 1 Township.

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

Dwelling under asbestos roof, two bedrooms, dining-room and kitchen.

Outbuildings: Toilet and three rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 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. M28611/PC.)

Case 22623/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mothel, Sonoki Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1453, Protea North Township, Registration Division IQ, Transvaal, measuring 242 (two hundred and forty-two) square metres, situated at Erf 1453, Protea North Township.

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

Dwelling under tiled roof, three bedrooms, lounge, kitchen and bathroom.

Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on 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. M20783/PC.)

Case 25755/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moloatoa, Khebi Timothy**, Defendant

In execution of 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 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 21035, Diepkloof, Zone 5 Township, Registration Division IQ, Transvaal, measuring 246 (two hundred and forty-six) square metres, situated at Erf 21035, Diepkloof, Zone 5 Township.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on 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. M28696/PC.)

Case 24869/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokomele, 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 at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 4079 (now renumbered 10490), Meadowlands West, Zone 9 Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 4069 (now renumbered 10490), Meadowlands West, Zone 9 Township.

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

Dwelling under tiled roof, two bedrooms, dining-room and kitchen.

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 29th 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. M28745/PC.)

Case 25851/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokoatle, Mahabuke James**, First Defendant, and **Mokoatle, Mselantja Constance**, 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 19 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 945, Jabavu Central Western Township, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, situated at Erf 945, Jabavu Central Western Township.

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

Dwelling under asbestos roof, two bedrooms, lounge and kitchen.

*Outbuilding:* Bathroom and garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 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. M28742/PC.)

Case 25748/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mkwanazi, Jabulani Samson**, Defendant

In execution of 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 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 4356, Zola Township, Registration Division IQ, Transvaal, measuring 234 (two hundred and thirty-four) square metres, situated at Erf 357B, Zwane Street, Zola Township.

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

Dwelling under tiled roof, two bedrooms, dining-room and kitchen.

*Outbuilding:* Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 1st day of December 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. M28706/PC.)

Case 23859/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pule, Manotlatsi Bertha**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 18 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Portion 42 of Erf 15049, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 341 (three hundred and forty-one) square metres, situated at Portion 42 of Erf 15049, Kagiso Extension 6 Township.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 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. P28584/PC.)



Case 25759/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sibeko, Ntombinkulu Constance**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 18 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, at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 11043, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, situated at Erf 11043, Kagiso Extension 6 Township.

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

Dwelling under asbestos roof, lounge, kitchen and two bedrooms.

Outbuilding: Single garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 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. S28699/PC.)

Case 9329/93  
PH 36

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Stephen Lance Navra**, Execution Debtor

Be pleased to take notice that on Thursday, 12 January 1995 at 10:00, the undermentioned property will be sold in execution at the Magistrate's Court for the District of Randburg, Hendrik Verwoerd Drive, Randburg:

Certain Portion 1 of Erf 954, Morningside Extension 89 Township, Registration Division IR, Transvaal, situated at 954B Toneel Road, Morningside Extension 89.

**Buildings and improvements:** Brick plaster single storey residence under tiled pitched roof, consisting of tiled entrance with skylight leading to tiled family room, tiled lounge with jetmaster fireplace and tiled dining-room, four carpeted bedrooms and dressing-room and bathroom. Main bedroom en suite with large dressing-room. Study nook and guest toilet. Tiled kitchen with ELO and pantry. Paved patio, pool and tennis court. Brick paved driveway and double garage. Property surrounded with a plastered brick wall. Detached outbuildings consist of two servants' rooms, store-room and bathroom. Extent of stand is 2 520 square metres.

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

2. The purchaser shall pay 10% (ten per cent) of the price plus 4% (four per cent) Sheriff's commission plus Value-Added Tax thereon, on the date of sale and the balance plus interest at the Execution Creditor's current lending rate on transfer, to be secured by acceptable guarantee within 14 (fourteen) days of the sale.

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

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

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

Dated at Randburg on this the 30th day of November 1994.

J. Meiring, for Van de Venter, Meiring Inc., Attorneys for Execution Creditor, First Floor, 355 Kent Avenue; P.O. Box 952, Docex 2, Randburg. (Tel. 886-0500.) (Ref. J. Meiring/SLP/Z12380.)

Case 3872/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **J. S. Xaba and M. D. Nkosi**, Defendants

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 26 June 1993, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 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 13775, kwaThema Extension 2, Springs, Registration Division IR, Transvaal, measuring 286 square metres.

*Postal address:* 22 Hlabane Street, kwaThema Extension 2, Springs.

*Improvements* (but nothing is guaranteed in respect hereof): Brick building with tiled roof, two bedrooms, kitchen, lounge, toilet 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, as amended, and the rules made thereunder.

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

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

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

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

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eighth Street, P.O. Box 2048, Springs. (Tel. 815-6324/5.) (Verw. mnr. van Heerden/kj/N93028.)

#### Case 7058/92

#### 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 **Simon Peter Maela**, First Defendant, and **Thuso Bridget Maela**, Second Defendant

In pursuance of a judgment and warrant of execution dated 30 November 1992, 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 314, Mackenzie Park Extension 1 Township, Registration Division IR, Transvaal, in extent 1 150 (one thousand one hundred and fifty) square metres, held under Deed of Transfer T33680/1991, situated at 2 Dikkop Street, Mackenzie Park Extension 1, Benoni, which property is zoned Special Residential.

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

*Main building:* Entrance hall, lounge, dining-room, three bedrooms, two bathrooms and kitchen.

*Outbuildings:* Garage.

*Other:* Swimming-pool.

*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 Magistrates' Courts Office, Liverpool Park, Liverpool Road, Benoni South.

Dated at Benoni on this the 14th day of December 1994.

N. Miller, for Lovell Miller Dreyer & Kraitzick, Plaintiff's Attorneys, Sogrets House, 48 Woburn Avenue, Benoni. (Ref. N. Miller/CK.)

#### Case 6161/94

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Morris Mudau**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 17 June 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* 2111 Dawn Park Extension 8 Township, Registration Division IR, Transvaal, situated on 103 Lancelot Street, Dawn Park, in the Township of Dawn Park, District of Boksburg, measuring 808 (eight hundred and eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising combined lounge and dining-room, study, kitchen, two bedrooms, bathroom and w.c. Fencing: Concrete walls.

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

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

Dated at Boksburg on this the 13th day of December 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00175/Mrs Kok.)

Saak 962/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Eerste Nasionale Bank van Suiderlike Afrika Bpk.**, Eiser, en **R. J. J. P. Oosthuizen**, Verweerder

In uitvoering van 'n vonnis in bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 9 November 1994 sal die ondergenoemde eiendom in eksekusie verkoop word op Vrydag, 27 Januarie 1995 om 10:00, te die Landdroskantoor, Fochville, aan die hoogste bieder:

Gedeelte 2 van Erf 1010, Fochville, beter bekend as Luserstraat 49, Fochville, Registrasieafdeling IQ, Transvaal, groot 2 017 vierkante meter.

*Verkoopvoorwaardes:*

1. Die eiendom word verkoop sonder reserwe aan die hoogste bieder en verder onderhewig aan die bepaling van die Landdroshofwet en reëls en terme daarvan uitgevaardig, asook die bepalings van die transportakte in soverre dit van toepassing mag wees.

2. Die volgende verbetering is op die eiendom aangebring: 'n Woonhuis met gewone buitegeboue, geen waarborg word gegee nie.

3. *Betaling:* Die koopprys sal soos volg betaalbaar wees, 10% (tien persent) van die koopprys by ondertekening van die verkoopvoorwaardes. Die onbetaalde saldo plus rente daarop vanaf datum van verkoping tot datum van betaling van die saldo van die koopprys binne 14 dae betaalbaar of gewaarborg te word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg.

4. *Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes wat op die dag van die verkoping deur die Balju uitgelees sal word mag by die Balju se kantore te Vyfde Straat 71, Fochville, en/of die Eiser se Prokureurs, Oosthuizen & Roeland, Presidentstraat 51, Fochville, nagegaan word.

Geteken te Fochville op die 5de dag van Desember 1994.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Presidentstraat 51, Fochville, 2515. (Verw. PPO/AVB/A9683.)

Saak 213/92

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

In die saak tussen **Natal Bouvereniging Beperk**, Eiser, en **Peter Sivagameamal**, Verweerder

Geliewe kennis te neem dat ter uitvoering van 'n vonnis in die Landdroshof vir die distrik Heidelberg, Transvaal, en 'n lasbrief vir eksekusie tot geregtelike verkoping uitgereik, sal die ondervermelde eiendom op 20 Januarie 1995 om 09:00, by die Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, aan die hoogste bieder geregtelik verkoop word:

Standplaas 3110, Shalimar Ridge, Heidelberg, PWV, ook bekend as Letabastraat 8, Shalimar Ridge, Heidelberg, PWV.

*Verbeteringe* (geen waarborg word egter ten opsigte hiervan gegee nie):

1. Die eiendom word met voorbehoud aan die hoogste bieder verkoop en die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daarvolgens uitgevaardig.

2. Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant teen ondertekening van die voorwaardes van verkoping betaal, en die balans van die koopprys tesame met rente teen heersende bouvereniging rentekoerse, vanaf datum van verkoping tot datum van registrasie van transport, sal betaal of verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg, ten gunste van die Vonniskskuldeiser en/of sy genomineerde en ingehandig te word binne veertien (14) dae na datum van die verkoping.

3. Registrasie van transport sal bewerkstellig word deur die Vonniskskuldeiser se prokureurs en die koper sal op aanvraag alle bedrae betaal om transport te neem, insluitende hereregte, belasting, agterstallige belasting (indien enige) rente, verkoopkommissie en enige ander bedrag benodig ten einde registrasie te bewerkstellig.

4. Al die verkoopvoorwaardes is by die kantore van die Balju, Heidelberg, ter insae beskikbaar en persone wat belangstel, word versoek om met die Vonniskskuldeiser, wie bereid mag wees om 'n lening aan 'n goedgekeurde koper toe te staan in verbinding te tree.

Steengeboude huis met teëldak, bestaande uit drie slaapkamers, oopplankombuis en geen omheining.

Gedateer te Heidelberg, Transvaal op hede die 7de dag van Desember 1994.

Liebenberg & Malan Ing., Ueckermannstraat 20, Posbus 136, Heidelberg, Transvaal. [Tel. (0151) 4164.] (Docex 2.) (Verw. mev. M. Minny.)

Case 29102/94  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Needham, David Platford**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 25 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Portion 468 of Erf 214, situated in the Township of Krugersdorp, Registration Division IQ, Transvaal, being 145 De Wet Street, Krugersdorp, measuring 500 (five hundred) square metres.



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

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

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

Dated at Johannesburg this 14th day of December 1994.

S. A. Simpson, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N286.)

**Case 19984/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Andries Natuur Mnguni**, First Defendant, and **Stompi Gladys Mnguni**, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the main entrance to the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 20 January 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, 5 Rietbok Building, General Hertzog Street, Vanderbijlpark, and will also be read out by the Sheriff prior to the sale in execution.

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

**Property:** Portion 26 of Erf 452, Evaton Township, Registration Division IQ, Transvaal, measuring 233 square metres, held by virtue of Deed of Transfer T107886/92.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1963.)

**Case 8078/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Messrs A. D. Bock, R. H. Botha, R. J. L. Fraser, L. H. Geldenhuys, B. A. Hillary and M. C. Hillary**, Plaintiff, and **B M L Investments CC**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the following property shall be sold in execution by the Sheriff, on Friday, 20 January 1995 at 11:00, at the office of the Sheriff, Supreme Court, 56 12th Street, Springs, without reserve to the highest bidder:

Certain Erf 1842, Springs Township, Registration Division IR, Transvaal, also known as 7 Sixth Street, Springs, measuring 1 190 (one thousand one hundred and ninety) square metres, held by virtue of Deed of Transfer T5089/1990.

**Improvements:** The following improvements on the property are reported, though in this regard nothing is guaranteed: Business premises consisting of offices, brick building with corrugated iron roof.

**Conditions of sale:**

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance against transfer to be secured by a bank guarantee to be approved by Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, 56 12th Street, Springs.

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

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/B02594.)

**Case 27055/94  
PH 388**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **McHenry, Richard Anthony McHenry**, First Defendant, and **McHenry, Elfrieda**, 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 Progress Road, Technikon, Roodepoort, on Friday, 20 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 Erf 720, Florida Township, Registration Division IQ, Transvaal, area 695 (six hundred and ninety-five) square metres, situation 55 Rail Street, Florida.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, one and a half bathrooms, kitchen, lounge, dining-room, granny flat and double garage with precast 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 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. ForeclosuresZ176.)

Case 18752/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Majobo Samuel Xhangu**, Defendant

A sale in execution of the undermentioned property is to be held in front of the main entrance to the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 3 February 1995 at 10:00:

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

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

*Property*: Portion 20 (a portion of Portion 11), Erf 9, Evaton Small Farms, Registration Division IQ, Transvaal.

*Improvements*: Two bedrooms, bathroom, kitchen, dining-room and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1927.)

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

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

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

Full conditions of sale can be inspected on the notice board at the Magistrate's Court, Kabokweni, and at the offices of the Sheriff of the Supreme Court [Tel. (01311) 4-9161] and will also be read out by the Sheriff, prior to the sale in execution.

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

1. **Case 20704/94.**

Defendant: **Bhekimpi Bernard Maphanga.**

*Property*: Ownership Unit 983C in the Township of Matsulu C, District of Nsikazi, measuring 480 square metres, held by virtue of Deed of Grant 650/90.

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

*Reference*: Mr B. du Plooy/SV/GT1984.

2. **Case 20603/94.**

Defendant: **Titus Mbulile Maseko.**

*Property*: Ownership Unit 823 C, in the Township of Matsulu C, District Nsikazi, measuring 480 square metres, held by virtue of Deed of Grant 144/91.

*Improvements*: Three bedrooms, kitchen, lounge, bathroom and dining-room.

*Reference*: Mr B. du Plooy/SV/GT1985.

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

Case 10550/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Jabulani Simeon Malindisa**, First Defendant, and **Sarah Tshidi Malindisa**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 October 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 27 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain*: All the right, title and interest in the leasehold in respect of Erf 4306, Vosloorus Township, situated on 4306 Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building comprising lounge, three bedrooms, kitchen, bathroom and w.c.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00397/Mrs Teixeira.)

#### Case 8416/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Karel Gert van der Watt**, First Defendant, and **Jeanette Rosemary van der Watt**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 30 August 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 January 1995 at 11:15 at the office of the sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 393, Boksburg North Township, situated on 21 Second Street, Boksburg North, in the Township of Boksburg North, District of Boksburg, measuring 743 (seven hundred and forty three) square metres.

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

Building under iron roof comprising entrance hall, lounge, dining-room, family room, three bedrooms, kitchen, two bathrooms and w.c. and separate w.c.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00248/Mrs Teixeira.)

#### Case 1908/92

#### 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 **Majaji Sibisi**, First Defendant, and **Toney Gertrude Sibisi**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 14 October 1992 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 January 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* All the right, title and interest in the leasehold in respect of Erf 17210, Vosloorus Extension 25 Township, situated on 17210 Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

Building under tiled roof comprising lounge, two bedrooms, kitchen, bathroom and w.c.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A6036F/Mrs Teixeira.)

#### Case 21488/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ncede Maria Ntuli**, Second Defendant

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

*Property:* All right title and interest in the leasehold in respect of Erf 3177, Township of Mhluzi Extension 1, Registration Division JS, Transvaal.

*Improvements:* single-storey, two bedrooms, kitchen, lounge and bathroom.

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

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. B. du Plooy/LVDM/GT2001.)



Case 7748/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Von Wielligh: Colleen**, First Defendant, and **Von Williegh: Stanley John**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 261, Dalpark Township, Registration Division IR, Transvaal, situated at 18 Ysterhout Street, Dalpark, Brakpan, measuring 1 009 (one thousand and 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, dining-room, family room, three bedrooms, kitchen, two bathrooms, double garage, servant's room and w.c.

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

Dated at Johannesburg on the 23rd day of November 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/AU0150 (AU150).]

Case 23489/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Motley, Basil George**, First Defendant, and **Motley, Dawn Desiree**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 1870, Dalpark Extension 6 Township, Registration Division IR, Transvaal, situated at 25 Etosha Avenue, Dalpark Extension 6, Brakpan, measuring 800 (eight hundred) square metres.

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

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

Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on the 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 Teixeira/A00288 (A288).]

Case 23487/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Gerber, Francois Hennie Antony**, First Defendant, and **Gerber, Mariana**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 198, Brenthurst Township, Registration Division IR, Transvaal, situated at 16 Hagart Street, Brenthurst, Brakpan, measuring 1 062 (one thousand and sixty-two) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, family room, bathroom with shower, three outside rooms and w.c.

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

Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on the 23rd day of November 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00292 (A292).]

Case 13714/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Janse van Rensburg, Daniel Petrus**, First Defendant, and **Janse van Rensburg, Louie Andries**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 1777, Brakpan Township, Registration Division IR, Transvaal, situated at 95 Northdene Avenue, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, iron roof comprising lounge, dining-room, kitchen, four bedrooms, bathroom, plus flat consisting of lounge, bedroom, bathroom and w.c.

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

Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on 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 Teixeira/A00177 (A177).]

Case 30459/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Botes, Johannes Jakobus**, First Defendant, and **Botes, Linette**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 155, Brakpan-Noord Township, Registration Division IR, Transvaal, situated at 53 Bertram Avenue, Brakpan North, Brakpan, measuring 850 (eight hundred and fifty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, iron roof comprising lounge, kitchen, three bedroom, bathroom and w.c.

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

Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on 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 Teixeira/U00054 (UB54).]

Case 6133/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Raymond van Niekerk**, Defendant

A sale in execution of the property described hereunder will take place on 23 January 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston.

Section 4, as shown and more fully described on Sectional Plan SS65/1984, in the building or buildings known as Gordon Court, situated at South Germiston Township, measuring 104 (one hundred and four) square metres, property also known as 4 Gordon Court, Gordon Road, Germiston South.

*Comprising:* Lounge, dining-room, two bedrooms, bathroom, toilet and kitchen.

A bond can be arranged for an approved purchaser.

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

*Dated:* 13 December 1994.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401.  
(Ref. 18362/KD/PT.)

**Case 8099/94**

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Jan Hendrik Stephanus Swartz**, Defendant

A sale in execution of the property described hereunder will take place on 23 January 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston.

Erf 839, Germiston Extension 4 Township, Registration Division IR, Transvaal, measuring 1168 (one thousand hundred and sixty-eight) square metres, property also known as 15 McLaren Street, Germiston Extension 4, Germiston.

*Comprising:* Vacant stand.

A bond can be arranged for an approved purchaser.

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

*Dated:* 13 December 1994.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18559/KD/PT.)

**Case 10331/94**

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Dudley Strydom**, First Defendant, and **Evelyn Strydom**, Second Defendant

A sale in execution of the property described hereunder will take place on 23 January 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston.

Erf 123, Albemarle Township, Registration Division IR, Transvaal, measuring 1 040 (one thousand and forty) square metres, property also known as 9 Kuhn Street, Albemarle, Germiston.

*Comprising:* Entrance hall, lounge, dining-room, family room, study, four bedrooms, two bathrooms, separate toilet, kitchen, laundry, garage, servant's room, outside toilet and sun room.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18895/KD/PT.)

**Case 9719/94**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Keith Vernon McAlister**, Defendant

A sale in execution of the property described hereunder will take place on 23 January 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston.

Erf 34, Rondebult Township, Registration Division IR, Transvaal, measuring 1 050 (one thousand and fifty) square metres, property also known as 2 Lootsberg Street, Rondebult, Germiston.

*Comprising:* Entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/toilet, shower/toilet, stoep, garage, two carports, servant's room, toilet, two carports and swimming-pool.

A bond can be arranged for an approved purchaser.

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

*Dated:* 12 December 1994.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18805/KD/PT.)

**Case 11491/94**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Samson Mkhonza**, Defendant

A sale in execution of the property described hereunder will take place on 18 January 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 3048, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 201 (two hundred and one) square metres, property also known as 3048 Likole Extension 1, Katlehong, District of Alberton, comprising two bedrooms, bathroom, toilet, kitchen and lounge.



A bond can be arranged for an approved purchaser.

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

Dated: 9 December 1994.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18899/KD/PT.)

#### Case 8233/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sonnie Frank Fleming**, First Defendant, and **Esme Fleming**, Second Defendant

A sale in execution of the property described hereunder will take place on 20 January 1995 at 11:15, at the offices of the Sheriff of the Magistrate's Court, 182 Leeupoort Street, Boksburg:

Erf 637, Boksburg North Township, Registration Division IR, Transvaal, measuring 743 (seven hundred and forty-three) square metres, property also known as 91 Third Street, Boksburg North, Boksburg, comprising entrance hall, kitchen, dining-room, bathroom, toilet, three bedrooms, pantry, servant's quarters with bath/toilet and garage.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, corner of 20 Manson Street, Parkrand, Boksburg, 1459. (Ref. 18710/KD/PT.)

#### Saak 10374/94

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Dave Ashley Vincent Ally**, Eerste Verweerder, en **Belinda Debbie Ally**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, 24 Januarie 1995 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Noordoos, gehou by die NG Sinodale Sentrum 234, Visagiestraat, Pretoria, aan die hoogste bieder:

Erf 3535, Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 900 (negehonderd) vierkante meter, gehou kragtens Akte van Transport T79348/1990 onderhewig aan die voorwaardes daarin vervat.

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

**Straatadres:** Tobruklaan 525, Eersterust-uitbreiding 6.

**Verbeteringe:** Woonhuis bestaande uit sitkamer, twee toilette, twee badkamers, drie slaapkamers, kombuis, swembad, eetkamer, dubbel-motorhuise, studeerkamer, lapa, oprit en ommuur.

**Reserweprys:** Die eiendom word verkoop sonder reserwe.

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

**Voorwaardes:** Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Pretoria-Noordoos, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria op 29 November 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1325/RE.)

#### Case 1402/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Garry Ian Bonehill**, Defendant

A sale in execution will be held on 20 January 1995 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Holding 70 situated in the Township of Onderstepoort AH Extension 1, Registration Division JR, Transvaal, measuring 4,2787 hectares, known as Plot 70, Onderstepoort Agricultural Holdings Extension 3, District of Pretoria North.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Single storey, brick walls, corrugated iron roof, lounge, dining-room, kitchen, pantry, four bedrooms, two bathrooms, two w.c.'s, TV-room, fenced and bore-hole.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9461.)

Case 22615/94

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

**Nedcor Bank Limited**, Plaintiff, and **Rachel Magrietha Honeyborne** (previously Retief), Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 27 January 1995 at 10:00:

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

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

*Property:* Portion 1 of Erf 655, Middelburg Township, Registration Division JS, Transvaal, known as 10A Bonker Street, Middelburg.

*Improvements:* Single storey, four bedrooms, kitchen, lounge, family room, two bathrooms, dining-room and two garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2042.)

Case 22620/94

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

**Nedcor Bank Limited**, Plaintiff, and **Jacoba Marthina Stiglinth**, Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Bronkhorstspuit, on Friday, 27 January 1995 at 12:00:

Full conditions of sale can be inspected at the Acting Sheriff of the Supreme Court, Bronkhorstspuit, 30 Mark Street, Bronkhorstspuit, and will be read out prior to the sale.

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

*Property:* Erf 876, situated in the Township of Bronkhorstspuit Extension 1, Registration Division JR, Transvaal, known as 4 Gemsbok Street, Bronkhorstspuit.

*Improvements:* Single storey, three bedrooms, kitchen, lounge, family room, three bathrooms, dining-room, study, two garages, carport and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2043.)

Case 13228/94

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

**Nedcor Bank Limited**, Plaintiff, and **Maramang Jonas Mosia**, 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, 3 February 1995 at 10:00:

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

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

*Property:* All right, title and interest in the leasehold in respect of Stand 11129, Sebokeng Unit 7 Township, Registration Division IQ, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1737.)

Case 9771/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Paulo, Belmiro Ruberto**, First Defendant, and **Paulo, Sandra Dianne Lee**, 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, Randburg, at 9 Elna Randhof, corner of Selkirk and Blaigowrie Drives, Blaigowrie, Randburg, on 17 January 1995 of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 9 of Erf 8, Noordhang Extension 7 Township, area 605 square metres, situation 9 Corgi Place, Noordhang Extension 7.

**Improvements** (not guaranteed): Single-storey dwelling under tile, three bedrooms, two bathrooms, entrance hall, lounge, family room, dining-room, kitchen, shower, two toilets, single garage.

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

Dated at Johannesburg.

N. J. Lambrianos, for Norton-Lambrianos, c/o Helen Ellis, Plaintiff's Attorney, Fourth Floor, 66 Smal Street, Johannesburg. (Tel. 886-3433.)

**Case 4042/93**

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Craig Mabutha**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at 142 Struben Street, Pretoria, on Wednesday, 25 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, prior to the sale:

Portion 5 of Erf 58, Noordwyk Township, Registration Division JR, Transvaal (also known as 35 Blackwood Circle (also referred to 5/58 Blackwood Circle), Noordwyk, Pretoria, in extent 388 (three hundred and eighty-eight) square metres, held by Deed of Transfer T85199/92, subject to such conditions as are mentioned or referred to in the aforesaid Deed and especially to the reservation of mineral rights.

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

Dwelling consisting of lounge/dining-room, kitchen, two bedrooms, bathroom/w.c./shower, carport and servant's w.c.

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

Dated at Pretoria this 14th day of December 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S324/93.)

**Case 62096/94**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mr Karl Barnard**, First Defendant, and **Mrs Jacqueline Barnard**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg and a judgment dated 21 September 1994, the following property will be sold on 3 February 1995 at 10:00, at the office of the Sheriff of the Court, Roodepoort, 182 Progress Avenue, Lindhaven, Roodepoort, to the highest bidder:

Certain Erf 947, Little Falls Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 073 (one thousand and seventy-three) square metres, held by Deed of Transfer R24586/1990, known as 972 Mary Cole Street, Little Falls Extension 2, Roodepoort.

**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 and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: Modern single storey dwelling, two staff quarters, three bedrooms, sewing room, lounge, store-room, TV-room, study, dining-room, two bathrooms, kitchen/sculler, double garage, balcony, swimming-pool, alarm system, property walled and near shopping centre.

**Floorcovering:** Tiles and wall to wall carpeting.

3. **Terms:** The purchaser shall pay 10% (ten per centum) of the purchase price in cash to the Messenger of the Court immediately after the sale, and the unpaid balance, together with interest thereon as determined in the first bond registered over the property and shall be paid or guaranteed by an approved bank or building society guarantee within 14 (fourteen) days of date of sale.

4. **Conditions:** The full conditions of sale which will be read by the Sheriff of the Court, Johannesburg North may be inspected at the office of the Sheriff of the Court at 182 Progress Avenue, Lindhaven, Roodepoort, as also at the offices of attorney Peter F. Caldwell, Northcliff Corner, corner of D. F. Malan Drive and Milner Street, Northcliff, Johannesburg.

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

P. F. Caldwell, for Peter F. Caldwell, Northcliff Corner, corner of D. F. Malan Drive and Milner Street, Northcliff. (Tel. 888-1206/7.) (Ref. PC/hc/F301.)



Case 22989/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Orekeng Solomon Moichwanetsi**, First Defendant, and **Letta Mankhumise Moichwanetsi**, Second Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, Brits, First Floor, Theo Building, Murray Avenue, Brits, on Friday, 20 January 1995 at 08:30:

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

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

*Property:* Erf 2358, situated in the Township of Lethlabile A, Registration Division JQ, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2067.)

Case 23027/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dimpho Eaglette Tshabalala**, Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, Vereeniging, Offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 26 January 1995 at 10:00:

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

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

*Property:* Erf 297, Waldrif Township, Registration Division IQ, Transvaal.

*Improvements:* Three bedrooms, kitchen, lounge, two bathrooms, dining-room and two garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2081.)

Case 17878/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Wynberg: Johannes Challie**, First Defendant, and **Petersen: Daisy Susan**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Portion 1 of Erf 1386, Geluksdal Extension 1 Township, Registration Division IR, Transvaal, situated at 1386 Rheumanella Street, Geluksdal, Brakpan, measuring 403 (four hundred and three) square metres.

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

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

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

Dated at Johannesburg on the 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 Teixeira/A00223 (A223).]

Case 927/94  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mlotywa, Linda Alfred**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 20 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

*Certain:* Site 10789, situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal; being 10789 Mmesi Drive, Dobsonville Extension 3, Roodepoort.

*Measuring:* 308 (three hundred and eight) square metres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M587.)

Case 23517/94  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Muda, Baga Dickson**, First Execution Debtor, and **Mthimkhulu, Paulina Zandile**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Roodepoort, on 20 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Site 3509, situated in the Township of Doornkop, Registration Division IQ, Transvaal, being 3509 Nancy Street, Doornkop, Roodepoort.

*Measuring:* 242 (two hundred and forty-two) square metres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M681.)

Case 912/94  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Twala Lucky Alfred**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 26 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, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

*Certain:* Erf 2206, situated in the Township of Dhlamini Extension 5, Registration Division IQ, Transvaal, being 2206 Dhlamini Extension 5, Soweto.

*Measuring:* 312 (three hundred and twelve) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge, dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising garage.

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/T.159.)

Case 11056/93  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Letsoko Louis**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 20 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Site 8978, situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, being 8978 Dobsonville Extension 3, Roodepoort, measuring 348 (three hundred and forty-eight) square metres.

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

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

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

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

Dated at Johannesburg this 14th day of November 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/L.136.)

Case 18942/93  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Segoana Lionel**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 20 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 86, situated in the Township of Mmesi Park, Registration Division IQ, Transvaal, being 86 Mmesi Park, Dobsonville, Roodepoort, measuring 266 (two hundred and sixty-six) square metres.

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

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

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

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

Dated at Johannesburg this 14th day of November 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S.449.)



## Case 18185/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molatoleng Michael Mello**, First Defendant, and  
**Mashadidi Jacobeth Mello**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, on 20 January 1995 at 11:00:

*Property:* Leasehold Stand 1017, Block BB, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve.

*Improvements:* Three bedrooms, kitchen, lounge, bathroom and dining-room.

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

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185. (Ref. Du Plooy /sv/GT 1894.)]

## Case 19279/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Antonie Christoffel Prinsloo**, Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 27 January 1995 at 11:00:

*Property:* Portion 64 (a portion of Portion 39) of the farm Haakdoornboom 267, Registration Division JR, Transvaal.

*Improvements:* Single-storey, four bedrooms, kitchen, lounge, bathroom, dining-room, two garages and carport.

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

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.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1938.)

## Case 22202/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Jacobus Venter**, First Defendant, and **Elizabeth Venter**, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 20 January 1995 at 10:00, full conditions of sale can be inspected at the Sheriff, Middelburg, Auxilium Building, 4A Eksteen Street, Middelburg, and will be read out prior to the sale:

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

*Property:* Portion 17 of Erf 1113, Middelburg Township, Registration Division JS, Transvaal, known as 45B President Kruger Street, Middelburg.

*Improvements:* Single storey: Four bedrooms, kitchen, lounge, family-room, two bathrooms, dining-room and two garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2046.)

## Case 13455/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Vinhas: Luis Filipe Dias**, Defendant

In execution of 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 for Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 19 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 will lie for inspection at the offices of the Sheriff of the Supreme Court for Johannesburg East, at 131 Marshall Street, Johannesburg, prior to the sale:

*Certain:* Section 26, as shown and more fully described on Sectional Plan SS88/1986 in the building or buildings known as Rockview Heights, situated at Yeoville Township, township in the Local Authority of Johannesburg, together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section.

*Measuring:* 96 square metres.

*Held:* By Certificate of Registered Sectional Title ST88/1986 (26) (Unit).

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

A flat consisting of bedroom, lounge, dining/entrance hall, kitchen and separate toilet and bathroom.

*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 bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale.

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

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

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, 11th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 9030, Johannesburg, 2000. (Tel. 336-5231.)

Case 22706/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Modise, Potoka Isaac**, First Defendant, and **Modise, Thatafatso Martha**, Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 11 October 1994, will be sold in execution on Thursday, 12 January 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, at the offices of De Klerk Vermaak and Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 5923, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, in extent 351 (three hundred and fifty-one) square metres, situated at 5923 Ennerdale Extension 8, Vereeniging.

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

*Residence:* Single storey dwelling detached. *Walls:* Brick and plaster. *Roof:* Tiles. *Floor:* Cement finish. *Rooms:* Lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* Fence.

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

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

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

Case 20570/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Jaynarayan Shakila**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 11 October 1994, will be sold in execution on Thursday, 12 January 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, at the offices of De Klerk Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 292, Zakariyya Park Extension 1 Township, Registration Division IQ, Transvaal, in extent 502 (five hundred and one) square metres, situated at 292 Peppercorn Crescent, Zakariyya Park Extension 1, Vereeniging.

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

*Residence:* Single storey dwelling detached. *Walls:* Brick and plaster. *Roof:* Tiles. *Floor:* Fitted carpets. *Rooms:* Lounge, kitchen, three bedrooms, bathroom, shower and two toilets. *Outbuildings:* None. *Boundary:* Fenced and 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, Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

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

Case 9036/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mthethwa Thamsanqa Bradley**, First Defendant, and **Mthethwa Mapule**, 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 13 September 1994, will be sold in execution on Thursday, 12 January 1995 at 10:00, in front of the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 5030, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, in extent 498 (four hundred and ninety-eight) square metres, situated at 64 Mica Street, Ennerdale Extension 14, Vereeniging.

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

Residence, single-storey dwelling, detached.

Walls: Brick and plaster.

Roof: Tiles.

Floor: Fitted carpets and tiles.

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

Outbuildings: None.

Boundary: Concrete walls.

Improvements: Walls, gates 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, 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 28th day of November 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Docex: DX.571.) (Tel. 336-3913/4 and 336-3921/2/3.) (Ref. Mr Steyn/1044.)

Case 19911/94  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van Dyk, Elizabeth Martha**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 26 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 421, situated in the Township of Rothdene, Registration Division IQ, Transvaal, being 13 Noord Street, Rothdene, Meyerton, measuring 1 104 (one thousand one hundred and four) square metres.

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

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

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

Dated at Johannesburg this 7th day of December 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/VA.308.)

Case 10446/94

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

In the matter between **ABSA Bank Limited** (86/04794/06), Plaintiff, and **Gideon Mahlbandile Mazizi**, First Defendant, and **Nomandla Zebia Mazizi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, on 28 October 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 7717, Vosloorus Extension 9 Township, situated on 7717 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 341 (three hundred and forty-one) square metres.



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

*The conditions of sale:*

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00376/Mrs Teixeira.)

Case 6825/93

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly known as Natal Building Society Ltd, Plaintiff, and **Gladys Sylvia Segolo**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 December 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 January 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 1559, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 1559 Roetsdrive Street, Vosloorus Extension 2, Boksburg, measuring 336 (three hundred and thirty-six) 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 of lounge, dining-room, kitchen, three bedrooms, bathroom and fencing.

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/NB7651.)

Case 20654/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mokgatle, Tshiamo Edweard**, First Defendant, and **Mokgatle, Gadifele Joyce**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve, will be held at the offices of the Sheriff of the Supreme Court for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 20 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer, at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Certain Erf 54, Dobsonville Gardens Township, Dobsonville Township, Registration Division IQ, Transvaal, situated at 54 Dobsonville Gardens, Roodepoort, measuring 263 square metres, held under Certificate of Ownership TE50813/1993.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick dwelling with tile roof, consisting of a lounge, kitchen, two bedrooms, bathroom and toilet.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of November 1994.

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, 11th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 9030, Johannesburg, 2000. (Tel. 336-5231.)

Case 8098/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Anthony Ian David Bass**, Defendant

A sale in execution of the property described hereunder will take place on 26 January 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Portion 14 (a portion of Portion 2), of Erf 130, Edendale Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, property also known as 27 13th Avenue, Edendale, Edenvale, comprising brick walls, tiled roof, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, garage, servant's room, outside toilet.

A bond can be arranged for an approved purchaser.

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

Dated: 6 December 1994.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18561/KD/PT.)

#### Case 4597/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Hasani Richard Mabasa**, First Defendant, and **Adelaide Zwane**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 27 May 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 27 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 2787, Vosloorus Township, Registration Division IR, Transvaal, situated on 2787 Mathaba Street, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00161/Mrs Kok.)

#### Saak 11423/94

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

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Shirley Patricia Hoek**, Eerste Verweerder, en **Chantelle Lerene Oosthuizen**, Tweede Verweerder, en **Clint Wesley Odendaal**, Derde Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 20 Januarie 1995 om 10:00:

Erf 383, Weltevredenpark-uitbreiding 10-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Teaklaan 4, Weltevredenpark-uitbreiding 10; distrik Roodepoort, bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder teëldak met staalvensters, baksteen en gepleisterde mure en hout en voorafvervaardigde omheining. Die huis bestaande uit sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, buitekamer en 'n enkelmotorhuis.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word, 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 dae daarna.

Louw & Heyl, Prokureur vir Eiser, Derde Verdieping, Sanlamgebou, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

#### Saak 9435/94

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

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Johannes Coetzee - Administrators**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 20 Januarie 1995 om 10:00:

Gedeelte 60, van plaas Paardekraal 226, Registrasieafdeling IQ, Transvaal, geleë in die distrik Roodepoort.

Bestaande uit 'n leë standplaas.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word, 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 dae daarna.

Louw & Heyl, Prokureur vir Eiser, Derde Verdieping, Sanlamgebou, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Case 21761/94  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Higgs, Riaan**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 20 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 65, situated in the Township of Roodepoort West, Registration Division IQ, Transvaal, being 18 Buitekant Street, Roodepoort West, measuring 755 (seven hundred and fifty-five) square metres.

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

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

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

Dated at Johannesburg this 7th day of December 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.230.)

Case 19638/94  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Baird, Nigel David**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 20 January 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Erf 288, situated in the Township of Homelake, Registration Division IQ, Transvaal, being 4 Hercules Street, Homelake, Randfontein, measuring 833 (eight hundred and thirty-three) square metres.

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

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

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

Dated at Johannesburg this 7th day of December 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.336.)

Case 10668/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stuart Anthony Bond**, First Defendant, and **Sheila Iris Bond**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, 142 Struben Street, Pretoria, on 25 January 1995 at 10:00, full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria South, Edenpark, Plot 83, Lyttelton Agricultural Holdings, Verwoerdburgstad, and will also be read out by the Sheriff prior to the sale in execution.

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

**Property:** Erf 1145, Noordwyk Extension 10 Township, Registration Division JR, Transvaal, measuring 1 020 square metres, held by virtue of Deed of Transfer T27725/93, also known as 1145 Chestnut Street, Noordwyk.

**Improvements:** Double storey, three bedrooms, two bathrooms, kitchen, dining-room, lounge, two garages, servant's ablutions and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1661.)



Saak 5268/94

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

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **A. J. Pienaar**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 12 April 1994, sal die ondergelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 11 Januarie 1995 om 10:00:

Erf 295, geleë in die dorpsgebied Quellerie Park-uitbreiding 1, Registrasieafdeling IQ, Transvaal, grootte 938 vierkante meter, gehou kragtens Akte van Transport T23787/73 (die eiendom is ook beter bekend as Kingdomstraat 93, Krugersdorp.

**Plek van verkoping:** Die verkoping sal plaasvind te die kantore van die Balju, Krugersdorp te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

**Verbeterings:** Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak, bestaande uit sitkamer, eetkamer, badkamer, drie slaapkamers, kombuis, opwaskamer, bediende-kamer en toilet, motorhuis en pragtige tuin.

**Verkoopvoorwaardes:** Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 8ste dag van Desember 1994.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/avdp/F7946/B1.)

Saak 57/94

**IN DIE LANDDROSHOF VIR DIE DISTRIK WATERVAL BOVEN GEHOU TE WATERVAL BOVEN**

In die saak tussen **Dorpsraad Waterval Boven**, Eiser, en **Kareekor Developments CC**, Verweerder

Kennis geskied hiermee dat die ondergelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 20 September 1994 toegestaan is, op 20 Januarie 1995 om 10:00, te die Landdroskantore, Derde Laan, Waterval Boven, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor Waterval Boven, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Erf 64, geleë in die dorpsgebied Waterval Boven, Registrasieafdeling JS, Transvaal, groot 1 586 vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T9967/87.

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 the kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings, ens. op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Belfast op hede die 8ste dag van Desember 1994.

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

Case 18454/93

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

In the matter between **P G Timbers (Pty) Ltd**, Plaintiff, and **Wessel Lourens Visser**, Defendant

A sale will be held on Wednesday, 25 January 1995 at 10:00, at the office of the Sheriff, Pretoria East, 142 Struben Street, Pretoria, of:

Unit 3, Bosch-n-Dal, Portion 1, Erf 421, Lynnwood Ridge Extension 1, Registration Division JR, Transvaal, measuring 128 square metres, situated at 3 Bosch-N-Dal, 138 General Louis Botha Avenue, Lynnwood Ridge Extension 1, Pretoria.

Particulars are not guaranteed:

Single-storey dwelling consisting of lounge, study, kitchen, three bedrooms, two bathrooms, dining-room and double garage.

Inspect conditions of sale at the Sheriff of the Court, Pretoria East at 142 Struben Street, Pretoria.

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

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/MN1075.)

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

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Amazon Properties CC**, Defendant

In execution of 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 for Johannesburg West at the offices of the Sheriff of the Supreme Court for Johannesburg East and North, 131 Marshall Street, Johannesburg, on Thursday, 19 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 will lie for inspection the offices of the Sheriff of the Supreme Court for Johannesburg East at the offices of the Sheriff of the Supreme Court for Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

*Certain:* Erf 64, Crosby Township, Registration Division IQ, Transvaal, situated at 3 Barberton Street, Crosby, Johannesburg, measuring 553 square metres, held by Deed of Transfer T55123/1993.

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

A brick dwelling-house with iron roof, consisting of entrance hall, lounge, family room, kitchen, scullery, three bedrooms, bathroom, toilet, garage, servants' quarters with outside 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 bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of November 1994.

M. J. Boyce for Cloete & Boyce, Plaintiff's Attorneys, 11th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 9030, Johannesburg, 2000. (Tel. 336-5231.)

Case 10483/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Ndlamo Jim Tshabalala**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 1 November 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 January 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* All the right, title and interest in the leasehold in respect of Erf 17690, Vosloorus Extension 25 Township, situated on 17690 Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 315 (three hundred and fifteen) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, kitchen, two bedrooms and bathroom with a w.c.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00400/Mrs Teixeira.)

Case 6963/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Alroy Ernest Bussack**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 3 August 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 January 1995 at 11:15 at the office of the Sheriff 182, Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain* Portion 18 of Erf 83, Delmore Park Extension 1 Township, situated on 31 Janeke Street, Delmore Park Extension 1, in the Township of Delmore Park Extension 1, District of Boksburg, measuring 324 (three hundred and twenty-four) square metres.

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

Building built of brick and plaster, tiled roof comprising a patio, lounge, dining-room, kitchen, two bedrooms, bathroom with a w.c. and a garage.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00213/Mrs Teixeira.)

## Case 7175/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **All Alone Investments CC**, First Defendant, and **Maria Elizabeth van Aswegen**, Second Defendant

In pursuance of a judgment in the court for the Magistrate of Boksburg on 3 August 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 January 1995 at 11:15 at the office of the Sheriff 182, Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 184, Atlasville Township, situated on 64 Mercury Street, Atlasville, in the Township of Atlasville, District of Boksburg; measuring 1 168 (one thousand one hundred and sixty-eight) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with a w.c., laundry, servant's room, double garage and a swimming-pool.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00220/Mrs Teixeira.)

## Case 9399/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Clamar Beleggings**, First Defendant, and **Pretronella Catharina Coquillon**, Second Defendant, and **Derricke John Murray**, Third Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 14 October 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 January 1995 at 11:15 at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:*

1. (i) Section 11, as shown and more fully described on Sectional Plan SS133/1984 in the scheme known as Netosha Place in respect of the land and building or buildings situated at Witfield Township, Boksburg Local Authority, of which the floor area, according to the said sectional plan is 136 (one hundred and thirty-six) square metres in extent ("the mortgaged section"); and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan held under Deed of Transfer ST14963/1993.

Also known as 11 Netosha Place, Edward Street, Witfield, Boksburg.

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

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

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00276 (A276).]

## Saak 28661/94

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Mboto, Mazama Mzimkulu**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak, sal 'n verkoping sonder reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 19 Januarie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Eenheid 19, Hyde Park Corner, soos getoon en meer volledig beskryf in Deelplan SS104/82, en ook bekend as Woonstel 305, Hyde Park Corner, Carolinestraat 38, Hillbrow, grootte 107 (een nul sewe) vierkante meter.

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

*Hoofgebou:* Sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis.

*Buitegeboue:* Woonstelgebou.

*Konstruktueer:* Baksteen met sement.

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



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

Gedateer te Johannesburg op hede die 8ste dag van Desember 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8270E.)

Saak 48472/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trust Bank, Eiser, en **Marcham Ian Anthony**, Identiteitsnommer 6011265142009, Eerste Verweerder, en **Marcham Chandos**, Identiteitsnommer 6308100201103, Tweede, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Sentraal, te Sinodale Sentrum, Visagiestraat 234, Pretoria, op 24 Januarie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Sentraal, te Messcorhuis, Margarethastraat 30, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Resterende Gedeelte van Erf 453, in Gezina-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 928 (negehoonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T31491/89.

Hierdie eiendom is geleë te Ellastraat 609, Gezina, Pretoria.

*Die volgende verbeterings is op die eiendom aangebring:*

Inangsporaal, sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

*Konstuksie:* Mure—baksteen, dak—yster, vloer—matte en novilon, plafon—komposisiebord en warmwatersisteem.

*Buitegeboue:* Dubbelmotorhuis, bediendekamer en toilet.

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

*Terme:*

1. Die eiendom word verkoop sonder reserwe.

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

3. Die koper betaal die Balju kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 13de dag van Desember 1994.

E. J. J. Geyser, for Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1544.)

Saak 22757/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Du Plessis Daniel Johannes**, Identiteitsnommer 5708155107009, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 19 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:

Gedeelte 13 van Erf 518, Claremont, Pretoria, Registrasieafdeling JR, Transvaal, groot 1 035 (eenduisend vyf-en-dertig) vierkante meter, gehou kragtens Akte van Transport T26715/1982.

Hierdie eiendom is geleë te Commercialstraat 1020, Claremont, Pretoria.

*Die volgende verbeterings is op die eiendom aangebring:*

Sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers en twee badkamers.

*Konstuksie:* Mure—baksteen, dak—teëls, plafon—Herculite, vloer—carpet.

*Buitegeboue:* Carport.

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 koopprijs is onmiddellik betaalbaar. Vir die restant van die koopprijs moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 13de dag van Desember 1994.

E. J. J. Geyser, for Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1373.)

Case 24307/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Loock, John Hendrick**, First Defendant, and **Loock, Susanna Maria**, Second Defendant

In execution of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, as sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 661, Brakpan-Noord Extension 1 Township, Registration Division IR, Transvaal, situated at 123 Hospital Street, Brakpan North Extension 1, Brakpan, measuring 1 000 (one thousand) square metres.

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

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/cc A00306 (A306).]

Case 321/91

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

In the matter between **Allied Bank** (Reg. No. 86/04794/06), a division of ABSA Bank Limited, Plaintiff, and **Jan Christiaan Kriek**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 6 February 1991, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 27 January 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* Portion 20 of Erf 174, Witfield Township, situated at 13 Bester Street, in the Township of Witfield, District of Boksburg, measuring 991 (nine hundred and ninety-one) square metres.

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

*The conditions of sale:*

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF0708 (AB208).]

Case 8152/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Nothnagel: Philippus Christoffel**, First Defendant, and **Nothnagel: Sonnette**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

*Certain:* Erf 467, Minnebron Township, Registration Division IR, Transvaal, situated at 3 Willem van Zyl Street, Minnebron, Brakpan, measuring 568 (five hundred and sixty-eight) square metres.

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00165 (UB165).]

Case 26268/94  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van Wyk, Conrad Dominic**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 20 January 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Holding 26 situated in the Township of Elands Agricultural Holdings, Registration Division IQ, Transvaal, being 26 Merwe Street, Elands Agricultural Holdings, Randfontein, measuring 1,7131 (one comma seven one three-one) hectares.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single-storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, study, pantry, three bedrooms, bathroom with outbuildings similar construction comprising of two garages, carport, servant's room and five store-rooms.

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

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

Dated at Johannesburg this 12th day of December 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/VA314.)

Case 9197/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van der Watt: Stephanus Johannes**, First Defendant, and **Van der Watt: Johanna Susanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

**Certain:** Erf 481, Dalpark Extension 1 Township, Registration Division IR, Transvaal, situated at 16 Anker Road, Dalpark Extension 1, Brakpan, measuring 1 137 (one thousand one hundred and thirty-seven) square metres.

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

**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 9th day of December 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/CC A00139 (A139).]

Case 22468/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Herman: Jan Daniel**, First Defendant, and **Herman: Patricia Marjorie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

**Certain:** Erf 1780, Dalpark Extension 6 Township, Registration Division IR, Transvaal, situated at 17 Wildevy Street, Dalpark Extension 6, Brakpan, measuring 1 020 (one thousand and twenty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of a lounge, kitchen, dining-room, scullery, three bedrooms, two bathrooms one with shower, laundry, garage, patio and braai area, and a servant's w.c.



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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/cc A00257 (A257).]

**Case 997/93**

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

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

In pursuance of a judgment in the Court of the Magistrate of Brakpan, and writ of execution dated 21 September 1994, the property listed hereunder will be sold in execution on 20 January 1995 at 11:00, at the premises of Sheriff of the Court, 439 Prince George Avenue, Brakpan, 1540, to the highest bidder:

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

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

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

**Main building:** Lounge, bedroom, main plus two, bathroom and kitchen.

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

**The material conditions of sale are:**

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

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

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

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

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

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

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

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

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

**Saak 926/94**

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **F. S. Makondo**, Eerste Verweerder, en **L. B. Makondo**, 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 27 Januarie 1995 om 11:00, te die Balju, Wonderbom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 961, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL2125/90, grootte 300 (driehonderd) vierkante meter.

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

**Die wesentlike voorwaardes van verkoop is:**

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 29ste dag van November 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HRS Building, 264 Emily Hobhouse Avenue, Pretoria North. (Verw. mnr. Van Wyk/B49/285/EJ.)

Case 9985/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Philippus Lodewickus van der Klashorst**, Defendant.

A sale in execution will be held on 19 January 1995 at 10:00, 603A Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Holding 5, situated in the Township of Krauseville, Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,1414 hectares, known as Plot 5, Krauseville, Pretoria.

*The following improvements are reported to be on the property, but nothing is guaranteed:* Dwelling single storey, brick walls, corrugated iron roof, PVS tiles, fitted carpets, lounge, kitchen, three bedrooms, two bathrooms, two w.c.'s, TV-room and two stoeps. *Flat:* Lounge/dining-room, bedroom, bathroom with w.c., kitchen, laundry, garages four cars, carports three (eight cars), fenced and borehole.

The conditions of sale may be inspected at the Office of the Sheriff, Pretoria North West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9693.)

Case 20097/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashuty Daniel Masilo**, First Defendant, and **Maseabata Meoleboheng Jane Masilo**, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Main Entrance to the Magistrate's Court, Genl. Hertzog Street, Vanderbijlpark, on 27 January 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, Rietbok Building 5, Genl. Hertzog Street, Vanderbijlpark, and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* All the right, title and interest to the leasehold in respect of Portion 1 of Erf 8036, Evaton West Township, Registration Division IQ, Transvaal, measuring 300 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL95286/92.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1958.)

Case 17750/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Danile Daniel Mgwashela**, First Defendant, and **Makwena Jocolina Mgwashela**, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Main Entrance to the Magistrate's Court, Genl. Hertzog Street, Vanderbijlpark, on 20 January 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, Rietbok Building 5, Genl. Hertzog Street, Vanderbijlpark, and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* All the right, title and interest to the leasehold in respect of Stand 7011, Sebokeng Unit 12 Township, Registration Division IQ, Transvaal, measuring 276 square metres, held by Virtue of Certificate of Registered Grant of Leasehold TL36797/89.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1853.)

Case 25128/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Kgosi Arthur Monsimanegape**, 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 15 November 1994, will be sold in execution on Thursday, 19 January 1995 at 10:00, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 853, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, in extent 515 (five hundred and fifteen) square metres, situated at 853 Orignium Street, Zakariyya Park Extension 4.

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

*Walls:* Brick and plaster.

*Roof:* Tiles.

*Floor:* Fitted carpets and tiles.

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

*Outbuildings:* None.

*Boundary:* Fenced and concrete walls.

*Improvements:* Fencing and walling.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 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 22nd 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/1188.)

#### Case 25126/94

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Masinge Soza Phillemon**, First Defendant, and **Masinge Miluva Annah**, 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 15 November 1994 will be sold in execution on Thursday, 19 January 1995 at 10:00, at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Portion 8 of Erf 6657, Ennerdale Extension 2 Township, Registration Division IQ, Transvaal, in extent 523 (five hundred and twenty-three) square metres, situated at 8 Heather Street, Ennerdale Extension 2, Vereeniging.

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

Residence, single-storey dwelling, detached. Walls: Brick and plaster and painted. Roof: Tiles and underlay. Floor: Fitted carpets and vinyl tiles. Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Outbuildings: None. Boundary: Fenced and gates.

*Improvements:* Screenwalling and pergolaed patio.

*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, 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 22nd 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.) (Ref. Mr Steyn/1193.)

#### Case 25125/94

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Wilson Eldre Bernice**, 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 15 November 1994 will be sold in execution on Thursday, 19 January 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Portion 3 of Erf 455, Mid-Ennerdale Township, Registration Division IQ, Transvaal, in extent 496 (four hundred and ninety-six) square metres, situated at 455/3 Second Avenue, Mid Ennerdale, Vereeniging.

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

Residence, single-storey dwelling, detached. Walls: Brick and plaster. Roof: Tile. Floor: Fitted carpets and tiles. Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two toilets. Outbuildings: Carport. Boundary: Brick 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, Supreme Court, Overvaal, 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 23rd 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/1185.)



Case 21483/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phineas Hlatshwayo**, First Defendant, and  
**Nyonyweni Junior Hlatshwayo**, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the main entrance to the Magistrate's Court, Barberton, on 27 January 1995 at 10:00, full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, United Building, Barberton, and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Erf 254, situated in the Township of Emjindini Extension 1, Registration Division JU, Transvaal, measuring 316 square metres, held by virtue of Deed of Transfer TL22685/88.

*Improvements:* Three bedrooms, bathroom, kitchen, dining-room and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1973.)

Saak 26496/94

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, United Bank Divisie, Eiser, en **Moragemos, George**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 19 Januarie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

*Sekere:* Erf 287, Cyrildene-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Friedlandstraat 28, Cyrildene, Johannesburg, grootte 1 115 (een een een vyf) vierkante meter.

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

*Hoofgebou:* Ingangsportaal, sitkamer, eetkamer, badkamer/toilet, drie slaapkamers, badkamer/stort/toilet en aparte toilet.

*Buitegeboue:* Dubbelmotorhuis, bediendekamer en toilet.

*Konstruktueer:* Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 6de dag van Desember 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 344-2727.) (Verw. Rossouw/cw/A8257E.)

Case 14692/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Jakobus Daniel Jonker**, First Defendant, and **Chimaine Naomi Jonker**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 16 February 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 25 January 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 1946, Crystal Park Extension 3 Township, Registration Division IR, Transvaal, situated on 26 Von Broembsen Street, Crystal Park, District of Benoni, measuring 826 (eight hundred and twenty-six) square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Building built of brick, plaster and tiled roof, comprising lounge, dining-room, kitchen, four bedrooms, two bathrooms, two showers, two toilets. Outbuildings: Garage, toilet 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, Benoni.

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

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/N20022.)

Case 174/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Daniel Philemon Ngcobo**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 10 February 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 25 January 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain all right title and interest in the Leasehold in respect of Erf 4753, Etwatwa Extension 1 Township, Registration Division IR, Transvaal, situated on 4753 Etwatwa Extension 1, Daveyton, District of Benoni, measuring 400 (four hundred) square metres.

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

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/N20026.)

Case 19985/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokete Isaac Mmolotsane**, First Defendant, and **Rebecca Mmolotsane**, Second Defendant

A sale in execution of the undermentioned property is to be held at 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, Rietbokgebou 5, Generaal Hertzogstraat, Vanderbijlpark, and will be read out prior to the sale.

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

*Property:* Erf 317, Bonanne Township, Registration Division IQ, Transvaal (known as 25 Kalsedoon Street, Bonanne, Vanderbijlpark).

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1961.)

Case 29456/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Bristow, Colleen Pauline**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve, will be held at the offices of the Sheriff of the Supreme Court for Johannesburg East, at the offices of the Sheriff of the Supreme Court for Johannesburg East, 131 Marshall Street, Johannesburg, on Thursday, 19 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 will lie for inspection at the offices of the Sheriff of the Supreme Court for Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 589, Yeoville Township, Registration Division IR, Transvaal, situated at 62 Hopkins Street, Yeoville, Johannesburg, measuring 515 square metres, held by Deed of Transfer T2687/1990.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick dwelling with tin roof presently being used as a club, consisting of reception area, bar, billiards room, store-room, kitchen, toilets, garage and servants' quarters.

*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 bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 24th day of October 1994.

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, 11th Floor, Schreiner Chambers, 94 Pritchard Street; P.O. Box 9030, Johannesburg, 2000. (Tel. 336-5231.)

Case 24194/94

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

In the matter between **City of Johannesburg Pension Fund**, formerly known as Johannesburg Municipal Second Pension Fund, Plaintiff, and **Petrus Mangewa**, Defendant

In execution of 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, Krugersdorp, on 18 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale and which may be inspected at the offices of the Sheriff prior to the sale, namely:

Site 13950, Kagiso Extension 10 Township, Registration Division IQ, Transvaal, in extent 175 square metres, held by Certificate of Registered Grant of Leasehold TL7461/1992 situated at 13950 Kagiso Extension 10 Township.

*The following improvements are on the property and are reported but nothing is guaranteed:* A single-storey residence under concrete roof tiles consisting of lounge, three (3) bedrooms, bathroom and kitchen.

*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 fourteen (14) days from the date of sale. Auctioneer's charges, payable on the date of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 24th day of November 1994.

Alec Oshry, Plaintiff's Attorneys, Seventh Floor, 66 Smal Street, Johannesburg. (Tel. 337-9563.)

Saak 277/93

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

In die saak tussen **NBS Bank Bepark**, Eiser, en **Piet Zakhele Mndebele**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 12 Maart 1993 die onderstaande eiendom te wete:

Erf 144, kwaThema-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 13 Januarie 1995 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierdestraat 66, Springs.

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

*Verbeteringe:* Woonhuis van baksteen gebou onder teëldak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

*Buitegeboue:* Geen.

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

Gedateer te Springs op hede die 25ste dag van November 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierdestraat, Springs. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/M1536.)

Case 8150/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Malyon: Antony Paul**, First Defendant, and **Malyon: Tracey Debra**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

*Certain:* Erf 1947, Brakpan Township, Registration Division IR, Transvaal, situated at 68 Hamilton Street, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

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

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 29th day of November 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00128 (A128).]



Case 22472/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Geyser: Alwyn Petrus**, First Defendant, and **Geyser: Maureen Valerie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

*Certain:* Erf 515, Dalpark Extension 1 Township, Registration Division IR, Transvaal, situated at 30 Tiller Road, Dalpark Extension 1, Brakpan, measuring 1 004 (one thousand and four) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of a lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms with a w.c., scullery, double garage, w.c. and a 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 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 29th day of November 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00263 (UB263).]

Case 30625/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Coetzee: Phillipus Lodewikus**, First Defendant, and **Coetzee: Jacoba Johanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 20 January 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

*Certain:* Portion 1 of Erf 2919, Brakpan Township, Registration Division IR, Transvaal, situated at 157 Wenden Avenue, Brakpan, measuring 496 (four hundred and ninety-six) square metres.

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

*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 29th day of November 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00044 (A044).]

Case 27192/94  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Tshabalala, Bayi David**, First Execution Debtor, and **Tshabalala, Malejaka Jeritha**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 24 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

*Certain* Erf 621, situated in the Township of Spruit View Extension 1, Registration Division IR, Transvaal, being 621 Seshoka Crescent, Spruitview Extension 1, measuring 520 (five hundred and twenty) square metres.

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

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

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

Dated at Johannesburg this 22nd day of November 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/T.191.)

Case 20406/94

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Steenkamp, Eileen Florence**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 26 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 29, situated in the Township of Arcon Park, Registration Division IQ, Transvaal, being 9 Mint Street, Arcon Park, Vereeniging, measuring 1 983 (one thousand nine hundred and eighty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, study, three bedrooms, two bathrooms, toilet, shower, laundry, sun room with outbuildings with similar construction comprising of two garages's, servant's room, toilet, bathroom and swimming-pool.

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

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

Dated at Johannesburg this 10th day of November 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S.589.)

Case 16814/92

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Tshiping, Itshupeng Joseph**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Northview, Unit 2, 45 Richard Drive, Halfway House, on 25 January 1995 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, at Northview, Unit 2, 45 Richard Drive, Halfway House, prior to the sale:

Certain Erf 602, situated in the Township of Rabie Ridge, Registratrion Division IR, Transvaal, being 5 Spreeu Street, Rabie Ridge, Midrand, measuring 273 (two hundred and seventy-three) square metres.

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

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

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

Dated at Johannesburg this 7th day of November 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/T.69.)

Case 17387/94  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van Staden, Jacobus Marthinus**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 25 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 246, situated in the Township of Burgersdorp, Registration Division IQ, Transvaal, being 32 Marico Street, Burgershoop, measuring 248 (two hundred and forty-eight) square metres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/VA.303.)

Case 9325/92

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Kgosietsile Stephen Mokgothu**, First Judgment Debtor, and **Sarah Montshegwa Mokgothu**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Roodepoort, District of Roodepoort, and writ of execution the property listed hereunder which was attached on 17 November 1994 will be sold in execution on Friday, 20 January 1995 at 10:00 at the offices of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort, to the highest bidder:

Erf 203, in the Township of Mmesi Park, Registration Division IQ, Transvaal, in extent 247 (two hundred and forty-seven) square metres, situated at 203 Mmesi Park, Dobsonville.

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:* None. *Improvements:* Boundary fencing.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% 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, Roodepoort, 182 Progress Road, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort this the 14th day of December 1994.

Melman & McCarthy, for Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J. Soma/MN6288.)

Case 8809/94  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Gumede: Vusi Brian**, Defendant

In execution of 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 salerooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 20 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, Roodepoort, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 10432, in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, in extent 314 (three hundred and fourteen) square metres, situated at 10432 Dobsonville Extension 3.



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 Novilon tiles, comprising lounge, dining-room, kitchen, two bedrooms, bathroom and w.c. *Outbuildings:* None.

*Terms:* 10% 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 15th day of December 1994.

Melman & McCarthy, for Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J. Soma/MN6557.)

#### Case 11127/92

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Oupa Alphfus Tshole**, First Judgment Debtor, and **Freda Mathedi Kekana**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Roodepoort, District of Roodepoort, and writ of execution the property listed hereunder which was attached on 19 September 1994 will be sold in execution on Friday, 20 January 1995 at 10:00 at the offices of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort, to the highest bidder:

Erf 255, in the Township of Mmesi Park, Registration Division IQ, Transvaal, in extent 266 (two hundred and sixty-six) square metres, situated at 255 Mmesi Park, Dobsonville.

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

*Residence:* Single-storey dwelling, detached building, built of bricks and painted plaster under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c. *Outbuildings:* None. *Improvements:* Boundary fencing.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% 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, Roodepoort, 182 Progress Road, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort this the 14th day of December 1994.

Melman & McCarthy, for Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J. Soma/MN6316.)

#### Case 5530/91

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Roy Christopher Brown**, Judgment Debtor

In pursuance of a judgment of the Court of the Magistrate, Roodepoort, District of Roodepoort and writ of execution the property listed hereunder which was attached on 29 April 1994 will be sold in execution on Friday, 20 January 1995 at 10:00 at the offices of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort, to the highest bidder:

Erf 2162, in the Township of Wilro Park Extension 12, Registration Division IQ, Transvaal, in extent 1 051 (one thousand and fifty-one) square metres, situated at 28 Berillium Avenue, Wilro Park Extension 12.

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 tiled roof. *Floors:* Fitted carpets and Vinyl tiles, comprising lounge, dining-room, entrance hall, family room, kitchen, scullery, three bedrooms, two bathrooms, shower and two w.c.'s. *Outbuildings:* Two garages.

*Improvements:* Concrete boundary walls, gates, swimming pool, brick and tile paving and thatch umbrella.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% 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, Roodepoort, 182 Progress Road, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort this the 14th day of December 1994.

Melman & McCarthy, Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J. Soma/MN2648.)

#### Saak 75273/94

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

In the saak tussen **ABSA Bank Beperk** (handeldrywende as Allied Bank), Eiser, en **Lazarus Dennis Jerome**, Identiteitsnommer 580829 5132 089, Eerste Verweerder, en **Lazarus Frophathie**, Identiteitsnommer 660324 0139 050, Tweede Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Suid, te Strubenstraat 142, Pretoria, op 25 Januarie 1995 om 10:00 volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenparkhoeve 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1301, geleë in die dorpsgebied The Reeds-uitbreiding 5, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T92726/93.

Hierdie eiendom is geleë te Dormehlstraat 18, The Reeds-uitbreiding 5, Pretoria.

Die volgende verbeterings is op die eiendom aangebring:

Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en toilet en sort.

*Konstruksie:* Mure: Baksteen. Plafon: Komposisiebord. Vloer: Matte en vinyl teëls. Warmwatersisteem.

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 19de dag van Desember 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1727.)

**Saak 60779/94**

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

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Volkskas Bank), Eiser, en **Overbeek, David**, Identiteitsnommer 590419 5138 001, Eerste Verweerder, en **Overbeek, Brenda**, Identiteitsnommer 550601 0126 002, Tweede Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Suid, te Strubenstraat 142, Pretoria, op 25 Januarie 1995 om 10:00 volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenparkhoeve 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 854, dorpsgebied Doringkloof, Registasieafdeling JR, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou kragtens Akte van Transport T35282/94.

Hierdie eiendom is geleë te Sealtstraat 9, Doringkloof, Pretoria.

Die volgende verbeterings is op die eiendom aangebring:

Ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, vier slaapkamers en twee badkamers.

*Konstruksie:* Mure: Baksteen. Dak: Teël. Plafon: Komposisiebord. Vloer: Matte. Warmwatersisteem.

*Buite geboue:* Enkel motorhuis, afdak en groot swembad.

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 19de dag van Desember 1994.

E. J. J. Geyser, vir Rooth & Weesels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1639.)

**Case 9375/94**

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Denis Alfred Meyer**, First Defendant, and **Martha Elizesbeth van Wyk**, Second Defendant

A sale in execution of the property described hereunder will take place on 27 January 1995 at 11:15, at the offices of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg:

Portion 38 of Erf 128, Klipportje Agricultural Lots Township, Registration Division IR, Transvaal, measuring 807 (eight hundred and seven) square metres, property also known as 36 Cachet Street, Klipportje Agricultural Lots, Boksburg.

*Comprising:* Entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms/toilet, TV-room, double garage and store-room.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, 20 Manson Street, Parkrand, Boksburg, 1459. (Ref. 18692/KD/PT.)

Case 12083/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **David Cornelius de Beer**, Defendant

A sale in execution of the property described hereunder will take place on 26 January 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Portion 15 of Erf 644, Illiondale Township, Registration Division IR, Transvaal; measuring 934 (nine hundred and thirty-four) square metres, property also known as 27 McNaughton Avenue, Illiondale, Edenvale.

*Comprising:* Vacant stand.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner & Associates, Attorneys for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18977/KD/DM.)

Case 3362/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **B G Brokers & Estate Agency (Pty) Limited**, 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, Brits, at Theo Building, Murray Avenue, Brits, on Friday, 20 January 1995 at 08:30 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Brits, at Theo Building, Murray Avenue, Brits:

Remaining Extent of Portion 50 (a portion of Portion 33) of the farm Rietfontein 485, Registration Division JQ, Transvaal, measuring 52,0752 hectares and held under Deed of Transfer T34733/74.

The property consists of a stand with improvements although nothing in this respect is guaranteed: Four bedrooms, IBR roof, two bathrooms and borehole. *Fencing:* Wire and poles and four outbuildings.

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

Auctioneer's charges are also payable by the purchaser on the day of the sale.

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

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr. Stupel/ML VS 6396.)

Case 4488/92

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

In the matter between **Saxony Investments (Proprietary) Limited**, Plaintiff, and **Mr G. de Falco**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Roodepoort and subsequent warrant of execution dated 30 June 1992 and reissued on 25 September 1992, 11 June 1993 and 9 November 1994, the property listed hereunder will be sold in execution on Friday, 20 January 1995 at 10:00 at the salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, to the highest bidder, viz.:

Erf 2887, Weltevredenpark Extension 24 Township, Registration Division IQ, Transvaal, measuring 1 633 (one thousand six hundred and thirty-three) square metres (being 138 Kastaling Street, Weltevredenpark, Roodepoort).

The following improvement are reported to be on the property, but nothing is guaranteed: Detached dwelling of brick and plaster under tiled roof comprising lounge, dining-room, kitchen, three bedrooms and two bathrooms.

*Outbuildings comprise:* Family room and carports, servant's w.c., property is fenced with a plastered brick wall.

*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 may be inspected at the offices of the Sheriff, 182 Progress Road, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser.

Dated at Roodepoort this 14th day of December 1994.

R. Sack, Plaintiff's Attorney, 102 NBS Building, Kerk Street, P.O. Box 751, Roodepoort. (Tel. 766-1020.) (Ref. Mr Sack/RE/S261.)



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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mashaba, Maphapheni Richard**, First Defendant, and  
**Mashaba, Evelyn**, 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 4 July 1994, will be sold in execution on Friday, 20 January 1995 at 10:00, at the Sheriff's Office, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder:

Erf 10352, Dobsonville Extension 3 Township, Registraton Division IQ, Transvaal, in extent 537 (five hundred and thirty-seven) square metres, situated at 10352 Dobsonville Extension 3.

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

Residence, single-storey dwelling, detached.

Walls: Brick, plaster and paint.

Roof: Tiles.

Floor: Fitted carpets and vinyl.

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

Outbuildings: None.

Boundary: Fenced.

Improvements: Fencing.

*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, 182 Progress Avenue, Technikon, Roodepoort, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 23rd 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/1190.)

Case 30102/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Daniel Cyas Coetsee**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 19 January 1995 at 10:00 of:

Remaining Extent of Erf 305, situated in the Township Wonderboom South, Pretoria, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 863 Voortrekkers Road, Wonderboom South.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, stoep, garage, staffroom and outside toilet.

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-409806/JAA/J. S. Herbst.)

Case 14229/93

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Jan Adriaan Booyens**, First Defendant, and  
**Janetta Maria Booyens**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 19 January 1995 at 10:00 of:

Remaining Extent of Portion 1 of Erf 719, in the Township of Mountain View, Pretoria, Registration Division JR, Transvaal, measuring 650 square metres, known as 1109 Bergsig Street, Mountain View, 0082.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms, toilet and shower, garage and outside toilet.

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-409848/JAA/J. S. Herbst.)

Case 7851/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Daniel Nicholas Maseko**, First Defendant, and **Linden Elizabeth Maseko**, Second 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, 20 January 1995 at 11:00 of:

Erf 8569 (formerly Erf 912), in the Township Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 719 square metres, known as R O W Erf 8569 (formerly Erf 912), Mamelodi Extension 2.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms and double garage.

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-424836(351212)/JAA/J. S. Herbst.]

Case 8384/94

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Cecilia Martina Janse van Rensburg**, 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, 20 January 1995 at 11:00, of:

Erf 1376, The Orchards Extension 11 Township, Registration Division JR, Transvaal, measuring 800 square metres, known as 35 Thompson Street, The Orchards Extension 11.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, scullery, carport and outside 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-419291/JAA/J. S. Herbst.)

Case 12707/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Solomon Maroleng**, First Defendant, and **Norah Brendah Maroleng**, Second Defendant

A sale in execution will be held on Thursday, 19 January 1995 at 10:00, by the Sheriff for the Supreme Court, Pretoria North West at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria:

All right, title and interest in the leasehold in respect of Erf 7737, in the Township of Atteridgeville Extension 3, Registration Division JR, Transvaal, in extent 295 (two hundred and ninety-five) square metres.

Known as Erf 7737, Lucas Moripe Street, Atteridgeville.

Particulars are not guaranteed: Dwelling: Lounge, kitchen, two bedrooms, bathroom and toilet.

Inspect conditions at Sheriff for the Supreme Court, Pretoria North West, 203 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-414117/JAA/M. Oliphant.)

Case 2953/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jonas Masenyane Makhubela**, 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, 20 January 1995 at 11:00:

Erf 9202 (formerly known as Erf 1403), situated in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 390 square metres, known as Erf 9202 (formerly known as 1403), Mamelodi Extension 2.

Particulars are not guaranteed.

Dwelling-house, dining-room, kitchen, two bedrooms, bathroom and patio.

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-419202 (329431)/JAA/M. Oliphant.)

## Case 2880/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Douw Gert Brand van Tonder**, First Defendant, and **Elizabeth Maria van Tonder**, Second 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, 20 January 1995 at 11:00:

Erf 1126, Theresapark Extension 2 Township, Registration Division JR, Transvaal, measuring 845 square metres, known as 12 Porcupine Street, Theresapark.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom with shower and toilet, three carports 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-404839/JAA/M. Oliphant.)

## Case 7799/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Frederik John William Kotze**, First Defendant, and **Tobiana Kotze**, Second 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, 20 January 1995 at 11:00:

Portion 1 of Erf 135, situated in the Township Wolmer, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 440 Horn Street, Wolmer.

Particulars are not guaranteed.

Dwelling: Lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-419254/JAA/M. Oliphant.)

## Case 76887/91

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

In the matter between **Standard Bank of Bophuthatswana**, Plaintiff, and **Ismail Hassim**, Defendant

A sale in execution of the undermentioned property is to be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 19 January 1995 at 10:00 of:

Full conditions of sale can be inspected at the offices of the Sheriff, Pretoria North, Room 202, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, and will also be read out prior to the sale in execution.

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

*Property:* Erf 2514, in the Township of Laudium Extension 3, Registration Division JR, Transvaal, measuring 978 square metres, held by Virtue of Deed of Transfer T44265/1990, also known as 528 Bengal Street, Laudium.

*Improvements:* Unimproved vacant land.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Wessels/P4030/AB.)

## Saak 24302/91

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Volkskas Bank Bepers** (Nigel-tak), Eiser, en **Perneta, Fernando Simoes Gomes**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word te die Landdroskantoor, Kerkstraat, Nigel, op 20 Januarie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Nigel, voor die verkoping ter insae sal lê:

Sekere Hoewe 89, Hallgate-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1,7844 hektaar (ook bekend as Hoewe 89, Hallgate-landbouhoewes, distrik Nigel).

*Verbeterings* (nie gewaarborg nie): Steengebou met sinkdak bestaande uit sitkamer, eetkamer, vier slaapkamers, kombuis, badkamer met toilet, aparte toilet, twee motorhuise en buitekamer. Die eiendom is met draad omhein.

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

Gedateer te Johannesburg op die 28ste dag van November 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. Z11356/F. Potgieter.)



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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Jacobus Albertus Engelbrecht**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 25 January 1995 at 142 Struben Street, Pretoria:

Unit 57, as shown and more fully described on Sectional Title SS38/86, in the building or buildings known as Mont Toulouse, in the Township of La Montagne, under the Town Council of Pretoria with the floor space given as 98 square metres in the sectional title, held by the Defendant under Deed of Transfer ST6532/92, situated at Unit 57, Mont Toulouse, La Montagne.

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

A simplex with iron roof, consisting of entrance hall, living-room, dining-room, two bedrooms, bathroom, toilet and kitchen.

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

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

D. J. Fourie, for MacRobert De Villiers, Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R389076/ss.)

Saak 70273/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jacomien Pretorius**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 19 Januarie 1995 om 10:00 van 'n eenheid bestaande uit:

1. Deel 22, soos aangetoon en volledig beskryf op Deelplan SS347/94, in die skema bekend as Claridge Place, ten opsigte van die grond en gebou of geboue geleë te Philip Nel Park-dorpsgebied, Plaaslike Bestuur: Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens die genoemde deelplan 48 (agt-en-veertig) vierkante meter groot is; en 'n onderverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op die genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST42745/94.

2. 'n Uitsluitlike gebruiksgebied beskryf as P37 (parkeerplek), groot 14 vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Claridge Place, ten opsigte van die grond en gebou of geboue geleë in die dorp Philip Nel Park, Plaaslike Bestuur: Stadsraad van Pretoria, soos getoon en volledig beskryf op Deelplan SS347/94, gehou kragtens Notariële Sessie van Saaklike Regte SK3268/94S (beter bekend as Claridge Place B5, Tom Claridgeweg, Philip Nel Park).

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

**Verbeterings:** 'n Woonstel bestaande uit 'n sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-Wes, Kamer 607, Olivettigebou, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Saak 67689/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Eugene de Bruin**, Eerste Verweerder, en **Hendrina Johanna Stefina de Bruin**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 19 Januarie 1995 om 10:00 van:

Resterende Gedeelte van Gedeelte 7 ('n gedeelte van Gedeelte 4), van Erf 171, geleë in die dorpsgebied Daspoort, Registaasieafdeling JR, Transvaal, groot 977 vierkante meter, gehou kragtens Akte van Transport T63663/93 (beter bekend as Ribbonstraat 705, Daspoort).

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

**Verbeterings:** 'n Baksteenwoonhuis met sinkdak, vinielteëlvloere en volvloermatte, bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, studeerkamer en opwaskamer.

**Buitegeboue:** Enkelmotorhuis, toilet, waskamer en werkskamer.

Besigtig voorwaardes by Balju, Pretoria-Wes, Kamer 607, Olivettigebou, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Saak 2032/94

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

In die saak tussen **Incedon Lowveld (Pty) Ltd**, Eiser, en **Jacobus Johannes Strydom**, handeldrywende as Koos Strydom & Vennote, Verweerder

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 23 Mei 1994, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 20 Januarie 1995 om 10:00, te Triceliestraat 6, West Acres, Nelspruit, naamlik:

Erf 2, Gedeelte 2, West Acres, Registrasieafdeling JT, Transvaal, ook bekend as Triceliestraat 6, West Acres, Nelspruit, groot 1 802 vierkante meter.

**Verbeterings** (nie gewaarborg nie): Die hoofwoonhuis bestaande uit drie slaapkamers, twee badkamers, sit-/eetkamer, kombuis en TV-kamer (groot 166 m<sup>2</sup>), stoep (groot 15 m<sup>2</sup>), motorhuis, bediendekwartiere en waskamer met 'n swembad.

**Verkoopvoorwaardes:**

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

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

Geteken te Nelspruit op hede die 24ste dag van November 1994.

M. G. Pienaar, vir Swanepoel & Vennote, Prokureurs vir Eiser, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Tel. 5-2401.) (Faks 5-3335.) (Verw. mnr. Pienaar/rdl/18-94/160.)

Case 37341/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Die Trustees van Tyd tot Tyd van die Afsaal Trust**, No. T803/91, First Defendant, **Pieter Jacobus Grobbelaar**, Second Defendant, and **Johannes Frederrick Bothma**, Third Defendant (in their capacity as surities)

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 19 January 1995 at 10:00 of:

Portion 33 (a portion of Portion 25) of farm Uitzicht 314, Registration Division JR, Transvaal, measuring 8,1083 hectare, known as R O W Plot 33, Dwars Street.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, with granny flat with four bedrooms, kitchen and bathroom with shower.

Inspect conditions at Sheriff, Pretoria North-West, Room 202, 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-409817/JAA/J. S. Herbst.)

Case 59438/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Andries Hendrik du Plessis**, First Defendant, and **Charlotte Jean du Plessis**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 19 January 1995 at 10:00, of:

Remaining Extent of Portion 1 of Erf 1553, situated in the Township of Pretoria, Registration Division JR, Transvaal, measuring 622 square metres, known as 495 Frederick Street, Pretoria West.

Particulars are not guaranteed: Dwelling with entrance hall, lounge, family room, kitchen, three bedrooms, bathroom, toilet, study and swimming-pool (no pump).

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-419220/JAA/J. S. Herbst.)

Case 6231/94

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

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Arius Rasempe Kgomongwe**, Defendant

Kindly take notice that in terms of a judgment obtained in the above-mentioned Court and a warrant of execution issued on 2 November 1994, the undermentioned property will be sold in execution on 3 February 1995 at 11:00, at the office of the Sheriff, Wonderboom, Section 83, De Onderstepoort (north of Sasko Mills, old Warmbad Road), to the highest bidder, namely:

Section 136 on the farm Onderstepoort 266, Registration Division JR, Transvaal, extent 11,9914 (eleven comma nine nine one four) hectares, held by virtue of Deed of Transfer T58049/92.

The property is sold voetstoots and no warranties of whatever nature are given in respect of the property or any improvements thereon.

The property is a vacant stand.

The conditions of sale, which will be read out immediately before the sale by the Messenger of the Court, or his nominee, are available for inspection at the office of the Messenger of the Court.

Signed at Pretoria this 20th day of December 1994.

J. J. Smit, for Grobler Smit & Löwe, 359 Paul Kruger Street, Capital Park, Pretoria. (Ref. mnr. Löwe/BL5507.)

Case 7241/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Gail Joan Livanos**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 23 November 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 Holding 173, Rynfield Agricultural Holdings Section 2 Township, situated on 173 President Kruger Street, in the Township of Rynfield, District of Benoni, measuring 1,3882 (one comma three eight eight two) hectares.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising an entrance hall, lounge, dining-room, study, snooker room, TV-room, bar room, five bedrooms, three bathrooms, one with a shower, kitchen, pantry, two change rooms, jacuzzi, sauna, double garage, five stables, four outside rooms, swimming-pool, patio, four thatched umbrellas and two lapas.

*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 Boksburg on this 1st day of December 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF6277 (AB877).]

Saak 25415/94

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Coltman, Wendy Deborah**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, en 'n lasbrief tot uitwinning uitgereik op 25 Oktober 1994, sal 'n verkoping van onroerende eiendom gehou word te die verkooplokaal van die Balju van die Hooggeregshof, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op 17 Januarie 1995 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusiaafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Alberton, voor die verkoping ter insae sal lê:

Sekere Resterende Gedeelte van Erf 2205, Albertsdal-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 547 vierkante meter, gehou kragtens Akte van Transport T16223/1994.

*Beskrywing:* 'n Troswoonhuis bestaande uit ingangsportaal, sitkamer, twee slaapkamers, badkamer, kombuis en motoraf-dak (ook bekend as Amatolasingel 11, Albertsdal-uitbreiding 8, Alberton).

*Terme:* Tien persent (10%) van die koopprys en afslaersgelde [5% (vyf persent) op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 plus BTW] in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 19de dag van Desember 1994.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, Budgetgebou, hoek van Loveday- en Kerkstraat, Johannesburg. (Tel. 472-1318.) (Ref. mnr. Scholtz/vb/CU0026.)

Case 27217/93  
PH 128

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thompson, Freddy Sidney**, Identity Number 5907185143014, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace, Alberton, on Tuesday, 17 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, Alberton, prior to the sale:

Erf 1553, Edenpark Extension 1 Township, Registration Division IR, Transvaal, being 4 Triumph Street, Eden Park, measuring 498 square metres.



*Use zone:* Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom and 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 30 days from the date of sale.

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

Dated at Johannesburg on the 13th day of December 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 496736.)

**Case 24373/94**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tintinger, Brian John**, Identity Number 4602215159004, First Defendant, and **Tintinger, Mary Elizabeth**, Identity Number 4803130172003, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace, Alberton, on Tuesday, 17 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, Alberton, prior to the sale:

Erf 2059, Brackendowns Extension 2 Township, Registration Division IR, Transvaal, being 61 Seligna Street, Brackendowns, measuring 1 043 square metres.

*Use zone:* Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom, shower and toilet, kitchen, carport, sq, store-room and toilet.

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

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

Dated at Johannesburg on the 13th day of December 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 581116.)

**Case 98449/92**

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Sabata Phillip Mahlangu**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution dated 5 November 1992, the property listed hereunder will be sold in execution on 20 January 1995 at 10:00, at the Johannesburg Magistrate's Court, Fox Street Entrance, Johannesburg:

Certain Erf 3151, Protea Township, Registration Division IQ, Transvaal, measuring 734 (seven hundred and thirty-four) square metres, held under Deed of Transfer TL3293/1990.

*Zoned Residential.*

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building with brick walls, plastered and painted and tiled roof, consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s. Outbuildings consist of two garages and w.c. The boundary is fenced.

*Terms:*

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 19,25% (nineteen comma two five per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price subject to a maximum of R6 000 with a minimum of R200, plus VAT on the proceeds of the sale.

*Conditions of sale:*

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N77727.)

Case 24869/93  
PH 125

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

In the matter between **The Body Corporate of Vale Court**, Plaintiff, and **Mr H. Meinke**, Defendant

In pursuance of a judgment in the Magistrate's Court of Johannesburg and a warrant of execution dated 6 June 1994, the property listed hereunder will be sold in execution on Friday, 27 January 1995 at 10:00, at the Magistrate's Court, corner of Fox and West Streets, Fox Street entrance, Johannesburg, to the highest bidder:

Certain Unit 8, Vale Court, 12 Gordon Road, situated at Bertrams Township, in the District of Johannesburg, measuring 67 (sixty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A dwelling consisting of one and a half bedrooms, bathroom, kitchen, dining-room/lounge and parking bay.

*The conditions of sale:*

1. The purchase price will be payable as follows: A deposit in cash of 10% (ten per cent) and the balance against transfer.
2. 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, 131 Marshall Street, Johannesburg. A building society loan can be raised for a purchaser with prior obtained consent.

Dated at Johannesburg on this the 19th day of December 1994.

Trapido D'Amico Inc., Plaintiff's Attorneys, Fifth Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-9951.) (Ref. Miss Eleftheriadis/SS/F68.)

Case 15039/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff/Execution Creditor, and **Edda Construction (Proprietary) Limited** First Defendant/First Execution Debtor, **Edda Development Company (Proprietary) Limited**, Second Defendant/Second Execution Debtor, **Walther, Wolfgang Hermann Adolf**, Third Defendant/Third Execution Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a sale with a reserve price will be held at sale rooms of the Sheriff of the Supreme Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort, on 20 January 1995 at 10:00 of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the said Sheriff of the Supreme Court, Roodepoort, prior to the sale:

Certain Holding 81, Poortview Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,0276 (two comma zero two seven six) hectares held by virtue of Deed of Transfer T11425/82 corresponding to the street address Plot 31, corner of Phillip and Barnard Streets, Poortview, Roodepoort.

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

The certain Holding 31, Poortview Agricultural Holdings, Registration division IQ, Transvaal, consists of the following:

Lounge	Yes		
Family room	Yes	Servant's quarters	Yes
Dining-room	Yes		
Study	Yes	Garage	Double
Bathroom	Two	Stables	
Bedrooms	Three	Stores	
Passage	Yes	Tennis court	
Kitchen	Yes	Patio	
Scullery/Laundrey	Yes		
Garden	Good	Swimming-pool	Yes
Roof	Tiled	Windows	Wooden frames
Walls	Brick/Cement	Fencing	Brick/Cement

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of the transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Trapido d'Amico Inc., Plaintiff's Attorneys, Fifth Floor, Carlton Centre, Commissioner Street, P.O. Box 651, Johannesburg. Docex 423. [Tel. (011) 331-9951.] (Ref. Miss D'Amico/cs/F144.)

Case 12353/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Steenkamp: Linda Teresa**, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Johannesburg North, 131 Marshall Street, Johannesburg, on Thursday, 19 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 149, Saxonwold Township, Registration Division IR, Transvaal, measuring 2 023 square metres, held by the Defendant under Deed of Transfer T16510/1987, situated at 20 Cotswold Drive, Saxonwold.

Improvements described hereunder are not guaranteed. The property consists of entrance hall, lounge, dining-room, family room, two bedrooms, three bathrooms/w.c., kitchen, scullery/laundry, study, pantry, bar, jacuzzi, five inter leading rooms, double garage, store-room and servants' quarters.

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

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

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

Case 4848/94

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

In Pursuance of a judgment in the Magistrate's Court for the District of Krugersdorp, and a warrant of execution dated 5 August 1994, the following property will be sold in execution on 18 January 1995 at 12:00 on the property, 12 Kompanjie Street, Quelleriepark, Krugersdorp, to the highest bidder namely:

Certain Erf 204, Quelleriepark Township, Registration Division IQ, Transvaal, measuring 674 square metres, held by ABSA Bank Limited (Bankorp Ltd).

*Improvements:* House consists of lounge, dining-room, bathroom, three bedrooms, passage and kitchen. *Outbuildings:* Maid room, garage, swimming-pool and fencing (nothing is guaranteed).

*Conditions of sale:*

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

2. The purchase price shall be paid as follows:

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

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

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

Dated at Krugersdorp on this the 20th day of December 1994.

G. J. Smith & Van der Watt Inc., Judgment Creditor's Attorneys, Fourth Floor, United Building, 57 Ockerse Street, Krugersdorp. (Tel. 660-7991.)

Case 8992/92

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Van Breda, Derek**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Johannesburg East, 131 Marshall Street, Johannesburg, on Thursday, 26 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 Sectional Title Unit 9 Ongar Court as shown and more fully described in Sectional Plan SS33/79, Johannesburg Local Authority, area 103 square metres, situated at Flat 23, Ongar Court, Eksteen Street, Bellevue East, Johannesburg.

*Improvements* (not guaranteed): Sectional title unit consisting of two bedrooms, bathroom, toilet, open plan lounge and dining-room, kitchen, back verandah and balcony; garage, sand and stone driveway.

*Terms:* 10% 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% on the proceeds of the sale up to a price of R20 000 and thereafter at 3% to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on the 13th day of December 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/S2952.)



## 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 **Mseleku, Linda Nobel**, First Defendant, and **Tsimboukis, Elias**, 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, 19 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, the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

A unit consisting of:

(a) Section 21 as shown and more fully described on Sectional Plan SS53/1981 in the scheme known as Blue Haze in respect of the land and building or buildings situated at Berea Township, Local Authority of Johannesburg, of which the floor area, according to the said sectional plan, is 73 (seventy-three) square metres in extent 12 Olivia Road, Unit 21, Flat 43, Blue Haze, Berea; 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 ST36502/1992;

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

The dwelling consists of lounge, dining-room, bathroom, bedroom, separate w.c., kitchen and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to 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 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 81760, Houghton, 2401. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01128/Mr Livingstone/le.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Defendant, and **Misell, James Raymond**, First Defendant, and **Misell, Barbara**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, Randburg, on 17 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, Randburg:

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

Single-storey dwelling-house under tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, a shower and two toilets.

Being 682 Sundowner Extension 10, situated at 3 Awend Street, Sundowner Extension 10, measuring 1 190 square metres, Registration Division IQ, Transvaal, held by the Defendants under Title Deed T2559/88.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per 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 charge R200 (two hundred rand).

Dated at Randburg this 28th day of November 1994.

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

Saak 10061/93

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Alistair James McIntyre**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 4 Oktober 1993 sal 'n verkoping gehou word op 20 Januarie 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Balju-kantoor, Roodepoort, ter insae sal lê:

Erf 1429, Florida-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 658 (seshonderd agt-en-veftig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T53133/91.

Die eiendom is gesoneer Residenseel 1 en is geleë te Ruthstraat 96, Florida-uitbreiding 2 en bestaan uit: Sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, tuin, enkelmotorhuis, bediendekamer, sinkdak, steenmure, staal vensterrame en omhein alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 22ste dag van November 1994.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat; Posbus 303, Roodepoort. (Tel. 760-1062.) (Verw. AMC/EM555/95/93.)

Case 23292/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of S.A. Limited**, Execution Creditor, and **Bonafini: Giancarlo Cianpaolo**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Office, 131 Marshall Street, Johannesburg, on 19 January 1995 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff:

**Certain:** Section 13, The Rose, Corlett Gardens, Extension 1, Local Authority Johannesburg, Transvaal, measuring 124 (one hundred and twenty-four) square metres, held under Deed of Transfer ST 85020/92.

**Improvements:** The following improvements are reported to be on the property but nothing is warranted or guaranteed;

House with improvements, but nothing is warranted or guaranteed.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follow: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Centre, Johannesburg. (Tel. 333-1595.)

Case 9355/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of S.A. Limited**, Execution Creditor, and **Adams, Vincent Osman**, First Execution Debtor, and **Adams, Carol Sandra**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 182 Progress Road, Technikon, District of Roodepoort, on 20 January 1995 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff.

**Certain:** Remaining Extent of Erf 15, Maraisburg Township, Registration Division IQ, Transvaal, measuring 496 (four hundred and ninety-six) square metres, held under Deed of Transfer T38454/92, situated at 12 Eighth Avenue, Maraisburg, Roodepoort.

**Improvements:** The following improvements are reported to be on the property but nothing is warranted or guaranteed: Lounge, passage, servants' quarters, zink roof, brick fencing, bathroom, kitchen, single garage, brick walls, three bedrooms, outbuildings, garden and steel windows.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 18th day of November 1994.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.)

Case 14586/94

PH 117

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

In the matter between **Geo Isserow, and T. L. Friedman Inc.,** Plaintiff, and **John Mosondo (Dennilton Residence),** Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg, and a warrant of execution dated 20 May 1994, the following property will be sold in execution on 25 January 1995 at 10:00, at the Magistrate's Court, Moutse, to the highest bidder:

*Certain:* Holding 52, situated on Second Street and Dennilton Road, on that Portion 14, known as Dennilton Agricultural Holdings of the farm Uitspanning 9, situated in the District of Groblersdal, Registration Division JS, Tansvaal, measuring 7,2815 (seven comma two eight one five) hectares, held under Deed of Transfer T16602/1944.

*Conditions of sale:*

1. The property shall be sold with no reserve to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds in so far as these are applicable.

2. The following improvements on the property have been reported, but nothing guaranteed: One house and several squatter dwellings.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale, and the unpaid balance together with interest thereon at the stipulated rate in the First Mortgage Bond registered against the property to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale, which will be read by the Sheriff of the Court, immediately prior to the sale, may be inspected at his office and at the offices of Geo Isserow & T. L. Friedman Inc., 28 31st Street, Malvern, Johannesburg.

5. The purchaser agrees that there is no obligation on the seller to furnish an electrical installation certificate of compliance issued under the regulation in terms of the Occupational Health and Safety Act, No. 85 of 1993. The purchaser will be obliged, at his own cost, to obtain such certificate as from the date of occupation or registration, whichever is the earlier.

Dated at Johannesburg on this the 13th day of December 1994.

B. Whitter, for Geo. Isserow & T. L. Friedman, Plaintiff's Attorney, 28 31st Street, Malvern, Johannesburg. (Tel. 615-7150.) (Ref. Mr Whitter/D56.)

Saak 7452/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Pieter Johannes Alexander Williams**, Eerste Verweerder, en **Anna Jacoba Frederika Williams**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 7 November 1994, sal die ondervermelde eiendom op 18 Januarie 1994 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersstraat 22B, Krugersdorp, verkoop word:

Erf 810, Kenmare-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 006 (eenduisend-en-ses) vierkante meter, ook bekend as Cloyneweg 12, Kenmare.

*Voorwaardes van die verkoop:*

1. Die verkoping sal onderhewig wees aan:

-Die bepalings van die Wet op Landdroshof en die regulasies daarkragtens uitgevaardig;

-Die voorwaardes van die Akte van Transport T21311/1994;

-Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, gesinskamer, eetkamer, badkamer, drie slaapkamers, gang en kombuis. Omheining aan vier kante, sinkdak, gepleisterde mure en staalvensters, met swembad sowel as bediendekamer, buitetoilet en motorhuis.

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 15,25% (vyftien komma twee vyf persent) 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 bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 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 Klaburnhof, Ockersstraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 12de dag van Desember 1994.

A. Fourie, vir Van Rensburgs, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie/N267.)



Case 29374/92  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Foxford Investments (Proprietary) Limited**, Defendant

In execution of 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, Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 19 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, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Remaining Extent of Erf 25, Bedfordview Extension 1 Township, Registration Division IR, Transvaal, measuring 2 684 m<sup>2</sup>, held by the Defendant under Deed of Transfer T15649/92, being 80 Kloof Road, Bedfordview.

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, study, four bedrooms, two bathrooms, separate w.c., kitchen, two garages, two servants' rooms, outside w.c., laundry and swimming-pool.

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

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

Dated at Johannesburg this 24th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58875/Mr McCallum/Ms Isola/cvdm.)

Case 7322/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Duarte, Francisco da Conceicao**, First Defendant, and **Duarte, Maria Magdalena**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the entrance of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 20 January 1995 at 14:15, 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, Randfontein, at 40 Park Street, Randfontein:

Erf 29, Randfontein South Agricultural Holdings, Registration Division, IQ, Transvaal, measuring 2,0235 hectares, held by the Defendants under Deed of Transfer T49648/1980, being 29 Fifth Street, Randfontein South.

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

The dwelling consists of lounge, three bedrooms, two bathrooms/w.c., kitchen, double garage, two servants' rooms and carport.

The granny flat consist of three bedrooms, bathroom/w.c. and kitchen.

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

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

Dated at Johannesburg this 18th day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93948/FCLS/Mr Brewer/djl.)

Case 18841/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kumando, Kaizer David**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 27 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark.

The right of leasehold in respect of Erf 2794, Evaton Township, Registration Division IQ, Transvaal, measuring 280 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL14207/1991, being 2794 Denver Street, Beverly Hills, Evaton West.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

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

Dated at Johannesburg this 17th day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0069/FCLS/Mr Brewer/djl.)

**Case 13033/94**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Petrus Charl Jacobus Cilliers**, 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 in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 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, Oberholzer, at First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 497, Oberholzer Township, Registration Division IQ, Transvaal, measuring 1 992 m<sup>2</sup>, held by the Defendant under Deed of Transfer T77275/1992, being 16 Juliana Street, Oberholzer.

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., separate shower, kitchen, laundry, study, double garage, servant's room, store-room and w.c.

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

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

Dated at Johannesburg this 17th day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99242/FCLS/Mr Brewer/djl.)

**Case 31319/93  
PH 267**

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Van Tonder, Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 20 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 0957, Discovery Extension 2 Township, Registration Division IQ, Transvaal, measuring 910 m<sup>2</sup>, held by the Defendant under Deed of Transfer F9393/1973, being 40 Barkley Avenue, Discovery.

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

The dwelling consists of lounge, dining-room, bathroom/w.c., three bedrooms, kitchen, servant's room 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 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 21st day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74606/FCLS/Mr Brewer/djl.)

Case 5939/94

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 by United Building Society, Plaintiff, and **Naidoo, Manuel**, First Defendant, and **Naidoo, Gladys**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 50 Edwards Avenue, Westonaria, on Friday, 20 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, Westonaria, at 50 Edwards Avenue, Westonaria.

Erf 34, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 375 m<sup>2</sup>, held by the Defendants under Deed of Transfer T13309/1986, being 34 Bedford Street, Lenasia South 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, three bedrooms, bathroom/w.c., kitchen and garage.

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

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

Dated at Johannesburg this 17th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93558/FCLS/Mr Brewer/djl.)

Case 9724/91

PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited and previously by United Building Society, Plaintiff, and **Sheonarayan, Shivanand**, First Defendant, and **Sheonarayan, Shanto**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 50 Edwards Avenue, Westonaria, on Friday, 20 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, Westonaria, at 50 Edwards Avenue, Westonaria:

Erf 2651, Lenasia South Extension 2 Township, Registration Division IQ, Transvaal, measuring 357 m<sup>2</sup>, held by the Defendants under Deed of Transfer T23981/1989, being 2651 Gousblom Avenue, Lenasia South.

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

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

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

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

Dated at Johannesburg this 17th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z23717/FCLS/Mr Brewer/djl.)



## 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 by United Building Society, Plaintiff, and **Brink, Daniel Johannes**, First Defendant, and **Brink, Angela Lee** (*née* Johnson), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 20 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 2016, Florida Extension 4 Township, Registration Division IQ, Transvaal, measuring 1 041 m<sup>2</sup>, held by the Defendants under Deed of Transfer T5995/1993, being 7 Ena Street, Florida.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., separate shower, kitchen, scullery, garage, servant's room and w.c.

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

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

Dated at Johannesburg this 17th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0518/FCLS/Mr Brewer/djl.)

## 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 by United Building Society, Plaintiff, and **Kuun, Jan Lewies**, First Defendant, and **Kuun, Denise Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 20 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Remaining extent of Erf 1, Horison Township, Registration Division IQ, Transvaal, measuring 1 176 m<sup>2</sup>, held by the Defendants under Deed of Transfer T32193/1993, being 1 Amsterdam Street, Horison.

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, two bedrooms, bathroom/w.c., kitchen, garage, servant's room and shower/w.c.

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

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

Dated at Johannesburg this 22nd day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0611/FCLS/Mr Brewer/djl.)

Case 25585/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Holtzhausen, Lucas Cornelius**, First Defendant, and **Holtzhausen, Susan Aletta**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 20 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 of the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 0233, Witpoortjie Township, Registration Division IQ, Transvaal, measuring 1 115 m<sup>2</sup>, held by the Defendants under Deed of Transfer T49799/1993, being 10 Gregor Street, Witpoortjie.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, four garages and w.c. The flat consists of lounge and kitchen.

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

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

Dated at Johannesburg this 2nd day of December 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0935/FCLS/Mr Brewer/djl.)

Case 1324/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mvandaba, Dat Gibson**, First Defendant, and **Mvandaba, Nomvuyo Joyce**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 19 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, Soweto East, at Second Floor, 32 Von Brandis Street, Johannesburg:

The Right of Leasehold in respect of Erf 17449, Meadowlands Township, Registration Division IQ, Transvaal, measuring 240 m<sup>2</sup>, held by the Defendants under Deed of Transfer TL29509/1990, being 17449 Zone 1, Meadowlands, Johannesburg.

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

The dwelling consists of: Lounge, two bedrooms, bathroom/w.c. and kitchen.

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

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

Dated at Johannesburg this 24th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58385/Mr McCallum/Ms Isola/cvdm.)

Case 647/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Dudley, Julie Margaret**, First Defendant, and **Dudley, Robert Leslie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 25 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Holding 41, Sonnedal Agricultural Holdings, Registration Division IQ, Transvaal, measuring 4,0699 hectares, held by the Defendants under Deed of Transfer T20459/1992, being Plot 41, D. F. Malan Drive, Sonnedal, Krugersdorp.

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

The dwelling consists of entrance hall, lounge, dining-room, four bedrooms, bathroom/w.c./shower, separate bathroom/w.c., kitchen, laundry, separate w.c., two garages, four servants' quarters, two store-rooms and outside bathroom/w.c.

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

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

Dated at Johannesburg this 7th day of December 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62915/Mr McCallum/Ms Isola/cvdm.)

Case 13219/94  
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 **Pieterse, Aubrey Neville**, First Defendant, and **Pieterse, Janet Hannah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 20 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 311, Little Falls Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 141 m<sup>2</sup>, held by the Defendants under Deed of Transfer T11554/1993, being 786 Poortjie Street, Little Falls 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, three bedrooms, bathroom/w.c., bathroom/shower/w.c. and kitchen.

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

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

Dated at Johannesburg this 1st day of December 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97389/FCLS/Mr Brewer/djl.)

Case 15047/94  
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 by United Building Society, Plaintiff, and **Hussain, Farouk Mohamed Ismail**, First Defendant, and **Hussain, Tusneem Gholay**, 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, 19 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 East, at 131 Marshall Street, Johannesburg:

Remaining extent of Erf 1245 and Erf 1253, Bez Valley Township, Registration Division IR, Transvaal, Erf 1245, measuring 157 m<sup>2</sup> and Erf 1253, measuring 290 m<sup>2</sup>, held by the Defendants under Deed of Transfer T55997/1993, being 122 Berea Road, Bez Valley.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/shower/w.c., kitchen, garage, three staff rooms and flatlet consisting of bedroom, kitchen, lounge, bathroom/w.c. laundry 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 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 24th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98357/Mr McCallum/Ms Isola/cvdm.)

Case 13904/93  
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited and previously by United Building Society, Plaintiff, and **De Witt, Ernest Hendrik**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 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 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 Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg.

Erf 285, Fontainebleau Township, Registration Division IQ, Transvaal, measuring 1 784 m<sup>2</sup>, held by the Defendant under Deed of Transfer T14609/87, being 147 Republic Road, Randburg.

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

The dwelling consists of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c./shower, separate w.c., staff room, large store-room, garage and outside w.c.

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

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

Dated at Johannesburg this 16th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69323/Mr McCallum/Ms Isola/cvdm.)

Case 27549/92  
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 by United Building Society, Plaintiff, and **Rapoo, Lucas**, First Defendant, and **Rapoo, Ntombomhlaba**, 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, 19 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 Soweto East at Second Floor 32, Von Brandis Street, Johannesburg.

The right of leasehold in respect of Site 229, Klipspruit Extension 2, Registration Division IQ, Transvaal, measuring 163 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL12358/1988, being Stand 229, Klipspruit Extension 2.

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., kitchen and garage.

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

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

Dated at Johannesburg this 16th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z57098/Mr McCallum/Ms Isola/cvdm.)

Case 15682/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Dlamini, Simon**, First Defendant, and **Hanong, Evelyn Puseletso**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 17 January 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1423, Roodekop Township, Registration Division IR, Transvaal, measuring 864 m<sup>2</sup>, held by the Defendants under Deed of Transfer T36917/93, being 3 Gladiolus Street, Roodekop.

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

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

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 16th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)  
(Ref. Z98541/Mr McCallum/Ms Isola/cvdn.)

Case 117449/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Fortoen, Anthony Shawn**, First Defendant, and **Fortoen, Viola Theresa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, Friday, 20 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort.

Erf 1066, Florida Township, Registration Division IQ, Transvaal, measuring 1 244 m<sup>2</sup>, held by the Defendants under Deed of Transfer T35278/1993, being 81 Rail Street, Florida.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, scullery, garage, servant's room and w.c.

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

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

Dated at Johannesburg this 18th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)  
(Ref. Z98581/FCLS/Mr Brewer/djl.)

Saak 7845/93

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Chambers 1040 Florida CC**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 22 November 1993, sal 'n verkoping gehou word op 20 Januarie 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Gedeelte 1 van Erf 1040, Florida-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 772 (sewe honderd twee-en-sestig) vierkante meter, gehou deur verweerder kragtens Akte van Transport T41644/89.

Die eiendom is gesoneer Residensieel 1 en is geleë te Goldmanstraat 8, Florida, en bestaan uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, bediendekamer, enkelmotorhuis, toe stoep, netjiese tuin, teëldak en sierstene, 'n betonmuur omheining en staal vensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 30ste dag van November 1994.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort.

Saak 4590/94

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Anna Sophia Appelgrein**, Verweerder

Ter uitvoering van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 27 Mei 1994, sal 'n verkoping gehou word op 18 Januarie 1995 om 10:00, by die verkoopslokaal van die Balju, Klaburn Hof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Erf 691, Kenmare-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 744 (sewe honderd vier-en-veertig) vierkante meter, gehou deur verweerder kragtens Akte van Transport T49170/1993.

Die eiendom is gesoneer Residensieel 1 en is geleë te Garrickstraat 54, Kenmare, Krugersdorp, en bestaan uit sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, tuin, swembad, buite toilet, bediendekamer, twee motorhuise, dak met IBR plate, gepleisterde mure, en staal vensterrame en omhein, alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 19de dag van Desember 1994.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1062.) (Verw. AMC/EA170/10/94.)

Saak 23198/94

#### IN DIE LANDDROSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Masangane, Thethiwe Evelyn**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 25 Oktober 1994, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op 17 Januarie 1995 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Alberton, voor die verkoping ter insae sal lê:

**Sekere:** Reg, titel en belang in die huurpag met betrekking tot Perseel 8375, Tokoza-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 330 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL9648/1988.

**Beskrywing:** 'n Woonhuis bestaande uit sitkamer, twee slaapkamers, badkamer, aparte toilet en kombuis (ook bekend as 8375 Eenheid F, Tokoza, Alberton).

**Terme:** Tien persent (10%) van die koopprys en afslaersgelde (5% op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 plus BTW) in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 19de dag van Desember 1994.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, Budgetgebou, hoek van Loveday- en Kerkstraat, Johannesburg. (Tel. 472-1318.) (Mnr. Scholtz/vb/CU0012.) (Balju/Afslaer se Tel. 907-9498.)

Case 19978/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Themba Daniel Nkala**, First Defendant, and **Motlalepula Lucy Nkala**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Vanderbijlpark, at the Magistrate's Court, General Gertzog Street, Vanderbijlpark, on 20 January 1995 at 10:00, of the following property:

All the right, title and interest in the leasehold in respect of Erf 633, Sebokeng, Unit 10 Township, Registration Division IQ, Transvaal, measuring 342 square metres; held by the Defendants under Certificate of Registered Grant of Leasehold TL35963/89.



This property is situated at Stand 633, Sebokeng, Zone 10 Township, Vanderbijlpark, Transvaal.

The property is improved as follows: Lounge, kitchen, three bedrooms, bathroom and 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 Suite C, Rietbok Building, General Hertzog Street, Vanderbijlpark.

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

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

Case 13353/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Gottlipp Wilhelm Schroder van Rooyen**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the office of the Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 26 January 1995 at 10:00 of the undermentioned property of the defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 432, situated in the Township of Capital Park, Registration Division JR, Transvaal (also known as 343 Behrens Street, Capital Park), measuring 957 (nine hundred and fifty-seven) square metres, held by the mortgagor's by virtue of Deed of Transfer T56614/1988, subject to the conditions therein contained.

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

Dwelling consisting of lounge, dining-room, kitchen, laundry, three bedrooms and bathroom/w.c.

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

Dated at Pretoria this 21st day of December 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S889/92.)

Case 11405/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank Financial Nominees (Pty) Ltd**, Plaintiff, and **The Trustees of the JL & J Brunette Trust**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the sales rooms of the Sheriff, North East, 234 Visagie Street, Pretoria, on Tuesday, 24 January 1995 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at 1210 Pretorius Street, Hatfield, Pretoria, prior to the sale:

1. Erf 62, Township of Despatch, Registration Division JR, Transvaal (also known as 309 Price Street, Despatch, Waltloo, Pretoria), measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under of Deed of Transfer T41151/1982, subject to the conditions and servitudes mentioned or referred to in the aforesaid deed.

2. Erf 63, Township of Despatch, Registration Division JR, Transvaal (also known as 311 Price Street, Despatch, Waltloo, Pretoria), measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T41152/1982, subject to the conditions and servitudes mentioned or referred to in the afesaid deed.

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

1. Single-storey building consisting of workshop and office space.

2. Factory.

3. Warehouse.

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

Dated at Pretoria this 21st day of December 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1726/93.)

Case 19049/93

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Christina Mapanga N.O.**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Section 2, Northview, 45 Richard Avenue, Halway House, on Wednesday, 25 January 1995 at 14:30 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Portion 8 of Erf 72, Kelvin Township, Registration Division IR, Transvaal (also known as 36 Eastway Road, Kelvin), measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held by Deed of Transfer T11605/92, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

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

Dwelling with tiled roof consisting of entrance hall, lounge, study, family room, kitchen, four bedrooms, two bathrooms/w.c./shower, two carports, servant's room with bathroom and swimming-pool.

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

Dated at Pretoria this 20th day of December 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1468/93.)

Case 79349/93

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

In the matter between **ABSA Bank Beperk** (Trustbank Divisie), Plaintiff, and **Johannes Anthonie Booysen**, 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 20 Januarie 1995 at 11:00:

Section 151 (a portion of Portion 4) of the farm Honingnestkrans 269, Registration Division JR, Transvaal, measuring 22,1969 (twenty two komma one nine six nine) hectares, known as Plot 151 Honingsnestkrans 269.

Particulars are not guaranteed.

*Dwelling:* Lounge, dining-room, kitchen, four bedrooms, bathroom with bath, shower and toilet, study, scullery and laundry.  
*Outbuilding:* Carport and borehole.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

Dated at Pretoria this 20th day of December 1994.

P. C. de Beer, for MacRobert De Villiers Lunnon & Tindall, Attorney for the Plaintiff, 21ste Verdieping, Volkskasgebou, hoek van Pretorius- en Van der Waltstraat, Pretoria. (Tel. 328-6770.) (Ref. N5394926/P. C. de Beer/AVDH.)

Saak 5897/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **Vienne Constance Herman**, Eksekusieskuldeiser, en **Nicolas Ronny Herman**, Eksekusieskuldenaar

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal een half aandeel in die ondergenoemde eiendom op 18 Januarie 1995 om 10:00, per publieke veiling deur die Balju Alberton, te Johriahof, Du Plessisweg 4, Florentia, Alberton, verkoop word, naamlik:

*Sekere:* Erf 433, Edenpark-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Dafstraat 1, Edenpark, Alberton, 1455, groot 708 vierkante meter, gehou deur Nicolas Ronny Herman en Vivienne Constance Herman onder Akte van Transport T47049/1987, sonering residensieel. Geen spesiale gebruik of vrystellings nie.

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

*Hoofgebou:* Baksteengebou onder sink- en/of teeldak, bestaande uit sitkamer, eetkamer, familiekamer, drie slaapkamers, kombuis, twee badkamers met toilette. *Buitegeboue:* Baksteengebou onder sink en/of teeldak, bestaande uit dubbel motorhuis, bediende kwartiere en toilette.

*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 Alberton hierdie 12de dag van Desember 1994.

Jonker & Jonker, Prokureurs vir Eiser, Clintonweg 52, New Redruth, Alberton. (Verw. H56: Mnr Mike Jonker.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Frank, Mancel**, 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, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 20 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 1946, Lenasia South Township, Registration Division IQ, Transvaal, situation 1946 Impala Street, Lenasia South, area 840 (eight hundred and forty) square metres.

*Improvements* (not guaranteed): Four bedrooms, two and a half bathrooms, kitchen/scullery, lounge, dining-room, family room, entrance hall, three gables, two carports, under tiled roof and outside ablution.

*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 minimum of R200.

Dated at Johannesburg on this the 20st day of December 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV158E/mgh.)

Saak 17826/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Kleinsake Ontwikkelingskorporasie**, Eiser, en **Edward Shakun Makole**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 3 Februarie 1995 om 11:00, by Gedeelte 83, De Onderstepoort (net noord van Saskomeule, ou Warmbadpad), deur die Balju van Wonderboom, per openbare veiling verkoop sal word:

Die voormelde onroerende goed is: Erf 584, Blok HH, Soshanguve-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 395 (driehonderd vyf-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Huurpag TL2717/91.

*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 koopprijs, in kontant op die dag van die verkoping, 3 Februarie 1995, te betaal. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat deur die Eise 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, R & J-gebou, Tweede Verdieping, Kerkstraat 421, Arcadia, 0083. (Verw. S. D. Jacobs.)

Case 1168/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Raymond Johannes Veldskoen**, First Defendant, and **Virginia Dorothy Veldskoen**, 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 6 Athlone Street, Alabama Extension 2, on Wednesday, 25 January 1995 at 11:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 1807, Alabama Extension 2 Township, Registration Division IP, Transvaal, measuring 678 m<sup>2</sup> held by the Defendants under Deed of Transfer T77841/1990, being 6 Athlone Street, Alabama Extension 2.

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

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

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

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

Dated at Johannesburg this 18th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91520/FCLS/Mr Brewer/djl.)



Saak 21860/94

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

In die saak tussen **Kleinsake Ontwikkelingskorporasie**, Eiser, en **Daniel Mofekeng**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 3 Februarie 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 364, Blok HH, Soshanguve-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 598 (vyfhonderd agt-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Huurpag T45886/92.

*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 koopprijs, 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. (Verw. S. D. Jacobs.)

Case 16836/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stephanus Francois du Toit**, First Defendant, and **Elizabeth Dorathia Jakomina du Toit**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria West, at 603A Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on 19 January 1995 at 10:00, of the following property:

Remaining Extent of Erf 169, Mountain View, Pretoria Township, Registration Division JR, Transvaal, measuring 1 200 square metres, held by the Defendants under Deed of Transfer T29991/94.

This property is situated at 174 Denysen Street, Mountain View, Pretoria.

The property is improved as follows: Three bedrooms, kitchen, family room, two carports, swimming-pool, bathroom, lounge, dining-room and garage. Single-storey dwelling-house.

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

The full conditions of sale can be inspected at the Sheriff's Offices at 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on this the 20th day of December 1994.

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

Saak 7921/87

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Volkskas Bank Beperk**, Eiser, en **Parvus, Dorette Maria Hulda**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder reserweprijs gehou word te die kantore van De Klerk Vermaak & Vennote, Krugerlaan 28, Vereeniging, op 26 Januarie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Vereeniging, voor die verkoping ter insae sal lê:

Sekere Gedeelte 10 van Gedeelte 8 van die plaas Elandsfontein 334, Registrasieafdeling IQ, Transvaal, groot 24,2876 hektaar.

*Verbeterings* (nie gewaarborg nie):

*Algemene beskrywing van eiendom:* 'n Klein plaas vir algemene boerdery doeleindes ideaal geleë vir verdere ontwikkeling as gevolg van sy nabyheid aan Johannesburg algemene area.

*Kantoorblok:* Dubbelverdiepinggebou met grasdak bestaande uit twee kantore bo en drie kamers met kombuis onder. Totale area onder dak ± 275 vierkante meter.

*Woonhuis:* Oorspronklike rondawels, later aaneengeskakel en verder ontwikkel. Nou 'n dubbelverdiepinggebou gedeeltelik met grasdak en gedeeltelik met betonblad. *Bo:* Groot studeerkamer, slaapkamer met groot inloop hangkas, badkamer, stortkamer beide met water en koue water. *Onder:* Drie slaapkamers, groot woonkamer, twee badkamers en kombuis. Grootste gedeelte onder plafon. Gedeelte onder dak: Ongeveer 360 vierkante meter.

**Woonhuis:** Teëldak, hoofsaaklik houtvloere. Plafonne. Dubbelverdiepinggebou met grootste gedeelte aangewend as 'n kleuterskool met speelarea. **Onder:** Drie slaapkamers, badkamer, inloop hangkas. Groot kamer en tuin omskep in speelarea. **Bo:** Twee slaapkamers, geteëld badkamer en stort met plafonne. Area onder dak: Ongeveer 783 vierkante meter.

**Woonhuis:** Enkelverdiepinggebou. Swembad in tuin en groot afdakke met voorafvervaardigde betonmure. Drie slaapkamers, twee geteëld badkamers, woonkamer/eetkamer gedeeltelik onder mat en kombuis. Teëldak. Area onder dak  $\pm$  240 vierkante meter.

**Twee fabriekgeboue:** Die geboue is toegerus met elektrisiteit en warm water. Area  $\pm$  150 vierkante meter. Ingesluit is twee aangehegte kantore van 13 vierkante meter elk en 'n stoorruimte van 36 vierkante meter.

**Buitegebou:** Voorheen ou stalle. Huisves nou 'n aantal werknemers en hul families.

**Kweekhuis:** Steenmure met glasveseldak ongeveer 870 vierkante meter onder dak.

**Boorgat:** Werkende boorgat.

**Addisioneel:** Mooi tuin met swembad en tennisbaan.

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

Gedateer te Johannesburg op die 7de dag van Desember 1994.

Van Wyk de Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. U40248/F. Potgieter.)

**Saak 76305/93**

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

In die saak tussen **Pretorium Trust**, Eiser, en **Mej. I. D. Christiaans**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 10 Desember 1993, sal hierdie ondervermelde eiendom gereglik verkoop word op 24 Januarie 1995 om 10:00, te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die persoon wie die hoogste bod maak:

(a) Deel 42 soos aangetoon en volledig beskryf op Deelplan SS28/77 in die skema bekend as Talisman ten opsigte van die grond of gebou of geboue daarop geleë te Erf 799, in die dorp Muckleneuk, Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens voormelde deelplan 66 (ses-en-sestig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel van die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken; gehou kragtens Akte van Transport ST48854/1993, geleë te Talisman 310, Walkerstraat 405, Muckleneuk.

*Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie:* Woonstel bestaan uit slaapkamer, sit/eet/woonkamer met toegeboude balkon, kombuis, toilet en badkamer.

Die eiendom word met 'n reserweprys aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent) word vereis en die balans by wyse van 'n bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju, Sentraal, se kantore.

Geteken te Pretoria op hede die 22ste dag van Desember 1994.

Van Zyl Le Roux & Hurter Ing., Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. J. A. van Zyl/HKNOX.)

**Case 4124/94**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gideon Jacobus Johannes Myers**, Defendant

A sale in execution of the undermentioned property is to be held at Sheriff, White River, Farm Latwai, Rocky Drift, District of Nelspruit, on Friday, 27 January 1995 at 10:00:

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

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

**Property:** Plot 87, White River Agricultural Holdings Extension 1, measuring 2,0509 hectares, held by Deed of Transfer T33215/82.

**Improvements:** Lounge, dining-room, four bedrooms, full bathroom, separate toilet, kitchen, scullery and laundry, swimming-pool and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1288.)

Case 28277/93  
PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Venter, Johanna Alida**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the entrance of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 20 January 1995 at 14:15, 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, Randfontein, at 40 Park Street, Randfontein:

Erf 584, Randfontein Township, Registration Division IC, Transvaal, measuring 793 m<sup>2</sup>, held by the Defendant under Deed of Transfer T32403/1988, being 140 Park Street, Randfontein.

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, two bedrooms, bathroom, separate w.c., kitchen, pantry, garage, store-room, outside w.c. and carport.

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

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

Dated at Johannesburg this 18th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77602/FCLS/Mr Brewer/djl.)

Case 14684/92  
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 **David, Mervyn Theophilus**, First Defendant, and **David, Pamela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 50 Edwards Avenue, Westonaria, on Friday, 20 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 Westonaria, at 50 Edwards Avenue, Westonaria:

Erf 373, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 350 m<sup>2</sup>, held by the Defendants under Deed of Transfer T38093/1987, being 373 Lenasia South Extension 1.

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

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

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

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

Dated at Johannesburg this 17th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z48685/FCLS/Mr Brewer/djl.)

Case 11147/93  
PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Denation, Florence Loraine**, First Defendant, and **Usel Suliman**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 20 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 0437, Fleurhof Township, Registration Division IQ, Transvaal, measuring 814 m<sup>2</sup> held by the Defendants under Deed of Transfer T28063/1985, being 27 Kettle Way, Fleurhof.



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

The dwelling consists of lounge, bathroom/w.c., three bedrooms, kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 23rd day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z68119/FCLS/Mr Brewer/djl.)

## CAPE • KAAP

Saak 1097/94

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

In die saak tussen **Die Munisipaliteit Parow**, Eiser, en **J. G. G. Schwartz**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 1 Maart 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 26 Januarie 1995 om 13:00, op die perseel te Williamstraat 17, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige voorwaardes as wat deur die afslaer/Balju, by die veiling uitgelees sal word:

Erf 4359, Parow, geleë in die munisipaliteit Parow, afdeling Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T37644/1993.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom het 'n sinkdak en bestaan uit drie slaapkamers, badkamer, toilet, kombuis, sitkamer en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veltman (Tel. 92-0040), en/of die Balju van die Landdroshof, Northumberlandstraat 29, Bellville (Tel. 948-8326).

**Betaalvoorwaardes:** 10% (tien persent) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaer- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040) en/of Balju van die Landdroshof, Northumberlandstraat 29, Bellville (Tel. 948-8326).

**Datum:** 29 November 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. mev. Lambrechts/9130.)

Case 26433/92

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **First National Bank of S. A. Ltd**, Plaintiff, and **M. M. I. Yakoob**, Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 29 September 1993 the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 14:15, at the front entrance to the new Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

Erf 288, in the Municipality and Division of Port Elizabeth, measuring 397 square metres, situated at 84 Haworthia Drive, Malabar, Port Elizabeth.

**Conditions of sale:** The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on the 16th day of November 1994.

Rushmere Noach Inc., Plaintiff's Attorneys, 21 Chapel Street, Port Elizabeth. [Tel. (041) 55-7788.] (Ref. Mr S. K. Gough/af.)

Case 1602/93

### IN THE SUPREME COURT OF SOUTH AFRICA (Eastern Cape Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Challenge Machinery (Pty) Limited**, First Defendant, and **Heinrich Ludwig Primic**, Second Defendant, and **Mariette Primic**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Eastern Cape Division) in the above-mentioned suit, a sale without reserve will be held at the premises of Erf 918, Bushmans River Mouth, on Friday, 20 January 1995 at 11:00, of the undermentioned property of the Second Defendant on the conditions to be read out at the time of the sale and which conditions may be inspected at the offices of the Sheriff for the District of Port Alfred:

Erf 918, Boemansriviermond, vacant erf, river facing, in the Municipality of Boemansriviermond, Division of Alexandria, in extent 4 529 (four thousand five hundred and twenty-nine) square metres, held by Deed of Transfer T19704/1991.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance, plus interest thereon at the rate of 15,25% (fifteen comma two five per cent) per annum, calculated from the date of sale to the date of transfer, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 days from the date of sale.

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

Whitesides, Plaintiff's Attorneys, 115 High Street, Grahamstown. (Ref. Mr Douglas.)

#### Case 12442/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr E. M. Abrahams**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 19 January 1995 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 43590, Mitchells Plain, 297 (two hundred and ninety-seven) square metres, held by Deed of Transfer T42379/1991, situated at 21 Burgee Bend, Strandfontein, 7785.

Three bedrooms, bathroom/toilet, dining-room, lounge, kitchen and garage.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8000.

#### Case 6257/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELL'S PLAIN

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr C. A. Chikane**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 17 January 1995 at 10:00, of the Magistrate's Court, for the District of Mitchells Plain, to the highest bidder:

Erf 8955, Guguletu, 400 (four hundred) square metres, held by Deed of Transfer T22356, situated at 28 Tambo Street, Loyoloville, Guguletu, dwelling under tiled roof consisting of three bedrooms, bathroom, toilet, kitchen, dining-room and lounge.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

#### Case 15024/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr D. J. Biel**, First Defendant, and **Mrs V. C. Biel**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 17 January 1995 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 7007, Mitchells Plain, 210 (two hundred and ten) square metres, held by Deed of Transfer T28489/1987, situated at 61 Shepherd Way, Westridge, Mitchells Plain, three bedrooms, bathroom/toilet, lounge, kitchen, dining-room and garage.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
  4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.
- C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town.

Case 10357/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr R. Abrahams**, First Defendant, and **Mrs M. M. Abrahams**, Second Defendant

In pursuance of a judgment in the Court of Mitchells Plain, the following will be sold in execution on 17 January 1995 at 10:00, in front of the Magistrate's Court, for the District of Mitchells Plain, to the highest bidder:

Erf 13382, Mitchells Plain, 196 (one hundred and ninety-six) square metres, held by Deed of Transfer T32772/1990, situated at 82 Cerebes Close, Rocklands, Mitchells Plain.

Brick building, tiled roof, semi-detached, three bedrooms, bathroom/toilet, lounge and kitchen.

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

2. A deposit of ten per cent of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 3302/94

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

In die saak tussen **Die Standard Bank van Suid-Afrika**, Eiser, en **Gilliam Gerhardus Sneyders**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 13 Junie 1994, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 16 Januarie 1995 om 11:00, op die perseel te Mydrechtstraat 5, Bothasig, 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 7682, Milnerton, in die munisipaliteit Milnerton, en afdeling Kaap, groot 1 595 (eenduisend vyfhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T20421/1994, ook bekend as Mydrechtstraat 59, Bothasig.

*Beskrywing:* Asbesdak, baksteenmure, sitkamer, kombuis, drie slaapkamers en badkamer.

*Betaalvoorwaardes:* Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

*Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Eppinglaan, Elsiesrivier. (Tel. 932-7126.)

Gedateer te Bellville hede die 21ste dag van November 1994.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Saak 4752/94

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

In die saak tussen **Boland Bank Beperk**, Eiser, en **A. R. Pietersen**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 12 Julie 1994, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 18 Januarie 1995 om 11:00, op die perseel te Heathweg 18, Blackheath, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

*Beskrywing:* Baksteenmure, asbesdak, drie slaapkamers, badkamer, toilet, sitkamer, kombuis, dubbelmotorhuis en swembad.

Erf 119, Gaylee, in die plaaslike gebied Blue Downs, en afdeling Stellenbosch, groot 475 (vierhonderd vyf-en-sewentig) vierkante meter, gehou kragtens Transportakte T36062/1986, ook bekend as Heathweg 18, Blackheath.

*Betaalvoorwaardes:* Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

*Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Northumberlandstraat 29, Bellville, te Northumberlandstraat 29, Bellville.

Gedateer te Bellville hede die 21ste dag van November 1994.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)



Saak 29733/93

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

In die saak tussen **Boland Bank Bepark**, Eiser, en **Raficka Mowzer**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 25 Januarie 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 24 Januarie 1995 om 10:00, op die perseel te Rissikstraat 35, Parowvallei, 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:

Restant Erf 10775, Parow, in die munisipaliteit Parow, afdeling Kaap, groot 1 315 vierkante meter, gehou kragtens Transportakte T73094/1991.

Die eiendom is verbeter en bestaan uit 'n woonhuis met vyf slaapkamers, twee kombuise, drie toilette, badkamer, bediende kwartiere en twee motorhuise.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

**Datum:** 22 November 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3016.)

Case 16557/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mogamat Shuaib Prince**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg, and writ of execution dated 24 August 1994, the following property will be sold in execution to the highest bidder at Court-house, Mitchells Plain Magistrate's Court, Mitchells Plain, on Tuesday, 17 January 1994 at 10:00, to the highest bidder:

Certain Erf 2202, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Town, in extent 374 square metres, held by Deed of Transfer T75687/93, also known as 1 The Mall, London Village, Mitchells Plain, consisting of single-storey residential dwelling, built of brick walls and tiled roof, lounge, kitchen, four bedrooms and bathroom/toilet.

The conditions of sale may be inspected at the office of the Sheriff, Cape Town, and will be read prior to the sale, the material conditions are:

1. The sale shall be in terms of and subject to the Magistrates' Courts Act and rules.
2. Ten per cent (10%) of the purchase price shall be paid at the time of the sale and the balance together with interest on the Judgment Creditor's claim at 18,5% (eighteen comma five per cent) and on any preferent creditor's claim at the rate payable to such creditor from date of sale to date of transfer, guaranteed within 14 days of sale shall be paid on transfer.
3. The purchaser is liable for Sheriff's commission, transfer costs and duty, costs of execution and any amount due on the property to and local authority.
4. Possession shall be taken on date of sale.

Dated at Claremont on the 17th day of November 1994.

Coulters Van Gend & Kotze, Attorneys for Judgment Creditor, Second Floor, Norwich Life Terrace, 25 Protea Road, Claremont. (Ref JVG/GS/AC:14643.)

Case 22913/94

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

In the matter between **First National Bank SA Ltd**, Plaintiff, and **Farhad Abdul Kader Limbada**, Defendant

In pursuance of judgment granted on 14 October 1994 in the Wynberg Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 19 January 1995 at 10:00, at the Magistrate's Court, Wynberg, to the highest bidder:

**Description:** Erf 2288, in the Local Area of Grassy Park, Division Cape, in extent 608 (six hundred and eight) square metres.

**Postal address:** 292 Second Avenue, Lotus River.

**Improvements:** The following improvements are reported but not guaranteed: Dwelling with brick walls and with three bedrooms, kitchen, lounge, bathroom, toilet and tile roof.

Held by the Defendant in his name under Deed of Transfer T74535/93.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff of the Court, and at the offices of the undersigned.

L. Kadish & Co., Fifth Floor, De Waal House, 172 Victoria Road, Woodstock. (Ref. MR/CP/DA54.)

Case 8309/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Henricus Johannes Becker**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 7 October 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 25 January 1995 at 12:00:

Erf 3537, Brackenfell, in the Municipality of Brackenfell, Stellenbosch Division, in extent 792 (seven hundred and ninety-two) square metres.

*Street address:* 3 Impala Street, Ruwari, Brackenfell.

*Conditions of sale:*

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Double garage, four bedrooms, two bathrooms en suite, braai, swimming-pool, kitchen, lounge, dining-room and study room.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,75% (fifteen 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 Bellville on the 12th day of December 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 39965/93

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

In the matter between **First National Bank of S.A. Ltd**, trading as Wesbank, Plaintiff, and **George Thomas Stevens**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, on 1 November 1993, and a warrant of execution the following will be sold in execution on 26 January 1995 at 12:00, at the property thereby attached being Erf 9126, Grassy Park, at 37 Field Avenue, Grassy Park, to the highest bidder, the property being more fully described as:

Erf 9126, Grassy Park, in the Local Area of Grassy Park, Cape Division, measuring 268 (two hundred and sixty-eight) square metres, situated at 37 Field Avenue, Grassy Park.

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: Described as a single brick dwelling under a tiled roof consisting of three bedrooms, bathroom, kitchen, lounge/dining-room and carport.

3. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, which amounts is to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale.

4. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Simon's Town.

Dated at Cape Town this 12th day of December 1994.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 34 St George's Street, Cape Town. (Ref. DSR/nb BB 1372.)

Case 1243/94

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

In the matter between **First National Bank of S.A. Ltd**, trading as Wesbank, Plaintiff, and **Ismail April**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, on 2 June 1994, and a warrant of execution the following will be sold in execution on 26 January 1995 at 14:00, at the property thereby attached being Erf 1999, Grassy Park, at 234 Klip Road, Lotus River, to the highest bidder, the property being more fully described as:

One half share in Erf 1999, Grassy Park, at Lotus River, in the Local Area of Grassy Park, Cape Division, measuring 523 (five hundred and twenty-three) square metres, situated at 234 Klip Road, Lotus River.

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: Described as a single dwelling under a zinc roof consisting of three bedrooms, kitchen, lounge, bathroom, toilet and garage.

3. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale.

4. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Simon's Town.

Dated at Cape Town this 12th day of December 1994.

Schneider, Galloon Reef & Co., Attorneys for Plaintiff, 34 St George's Street, Cape Town. (Ref. DSR/nb BB2266.)

**Case 14780/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN**

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **Harold Levy**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg and writ of execution dated 6 June 1994, the following will be sold in Execution on 17 January 1995 at 09:30, at the Site 508 La Fayette, 26 Hall Road, Sea Point, being Sectional Title 28/1993, Unit 35, in the building known as La Fayette, also known as 508 La Fayette, 26 Hall Road, Sea Point, to the highest bidder:

*Certain:* Section 35, as shown and more carefully described as Sectional Title 28/1983, Unit 35, in the scheme known as La Fayette, in respect of the land and building or buildings situated at 508 La Fayette, 26 Hall Road, Sea Point.

*Comprising:* A kitchen; lounge (downstairs); toilet (downstairs); bathroom (upstairs); and two bedrooms (upstairs).

*Measuring:* 100 (one hundred) square metres.

*Held:* by the Defendant in his name under Sectional Mortgage Bond SB2134/89.

*Also known as:* 508 La Fayette, 26 Hall Road, Sea Point.

*Conditions of sale:*

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

*Certain:* Section 35, as shown and more carefully described as Sectional Title 28/1983, Unit 35, in the scheme known as La Fayette, in respect of the land and building or buildings situated at 508 La Fayette, 26 Hall Road, Sea Point.

*Comprising:* A kitchen; lounge (downstairs); toilet (downstairs); bathroom (upstairs); and two bedrooms (upstairs).

(2) *Terms:* The purchase price shall be paid as to the ten (10%) per cent thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court, may arrange, and the unpaid balance together with interest thereon at the rate of 15,25% (fifteen comma two five) per centum per annum to date of registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

(3) *Conditions:* 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 Sheriff of the Court, Mandatum Building, Barrack Street.

Dated at Cape Town on this the 13th day of December 1994.

Miller Gruss Katz & Traub, p.a. S. D. Katz, Attorney for Execution Creditor, 25th Floor, Trust Bank Centre, Heerengracht, Cape Town, P.O. Box 3899 and 2041, 8000. (Tel. 419-7990.) (Ref. SDK/sa/21268.)

**Saak 303/94****IN DIE LANDDROSHOF VIR DIE DISTRIK RIVERSDAL GEHOU TE RIVERSDAL**

In die saak tussen **Mossel Bay Fishing (Edms.) Beperk**, Eiser, en **F. Matthee**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof sal die ondervermelde eiendom op Saterdag, 14 Januarie 1995 om 10:00, te Reservoirstraat 2, Stilbaai-Wes, aan die hoogste bieder verkoop word nl.:

Erf 352, Stilbaai-Wes, groot 763 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word, onderhewig aan die bepalings van die Landdroshofwet No. 32, van 1994, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

2. Die koopprys sal as volg betaalbaar wees:

(a) Die koper sal 'n deposito van tien (10%) persent van die koopprys betaal, asook afslaerskommissie in kontant by ondertekening van die voorwaardes van verkoop of by wyse van 'n bankgewaarborgde tjek.

(b) Die balans van die koopprys tesame met rente soos van toepassing daarop sal binne veertien (14) dae gewaarborg moet word deur 'n goedgekeurde bank of ander aanneembare waarborg betaalbaar vry van wisselkoers, teen registrasie van transport in die naam van die koper.

3. Die volledige voorwaardes van verkoop mag gedurende kantoorure by die Balju van Riversdal, asook die kantore van die Eiser se prokureurs te Robertsonstraat 6, Riversdal, nagesien word en sal ook voor die verkoping gelees word.



4. Die eiendom is verbeter met 'n klinkersteen woning met aangrensende motorhuis, maar niks word gewaarborg nie.  
 Gedateer te Riversdal op hierdie 9de dag van Desember 1994.  
 S. A. Hofmeyer & Seun, Prokureur vir Eiser, Robertsonstraat 6, Posbus 16, Riversdal.

**Case 30438/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

In the matter between **NBS Building Limited**, Plaintiff, and **Gregory Thomas Alexander**, First Defendant, and  
**Loretta Rose Alexander**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 19 October 1994 and a writ of execution dated 21 October 1994 the property listed hereunder will be sold in execution on 13 January 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 7169, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 375 (three hundred and seventy-five) square metres, situated at 16 St Francis Street, Bethelsdorp Extension 28, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, brick under tile, detached, private dwelling, with fitted carpets, kitchen, lounge, three bedrooms, bathroom and a w.c. storey.

*Material and conditions of sale:*

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25 (seventeen comma two five percent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

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

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

**Case 11553/92****IN THE MAGISTRATE'S COURT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

In the matter between **NBS Bank Limited**, Plaintiff, and **Casper Bheki Khumalo**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 15 May 1992 and a writ of execution dated 19 May 1992 the property listed hereunder will be sold in execution on 13 January 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 257 KwaDesi Extension 2, Administrative District of Port Elizabeth, measuring 275 (two hundred and seventy-five) square metres, situated at 8 Nxwana Street, KwaDesi Extension 2, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, detached, brick under tile, private dwelling with fitted carpets, kitchen, lounge, three bedrooms, bathroom and w.c.

*Material conditions of sale:*

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20% (twenty per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

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

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

**Case 36939/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

In the matter between **NBS Bank Limited**, Plaintiff, and **Deon Mervin Spandiel**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 30 November 1992 and a writ of execution dated 3 December 1992, the property listed hereunder will be sold in execution on 13 January 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 13536, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 450 (four hundred and fifty) square metres, situated at 21 Armeria Crescent, Bethelsdorp, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, detached, brick under tile, private dwelling, with fitted carpets, kitchen, lounge, two bedrooms, bathroom and w.c.

*Material conditions of sale:*

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

2. Ten per centum (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 19,25% (nineteen comma two five per centum) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 8th day of December 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

## Case 59/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Bank of Lisbon and South African Limited**, Plaintiff, and **Raymond James Harwood**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 8 December 1993 and subsequent warrant of execution the following property will be sold in execution on 13 January 1995 at 11:00, at the Magistrate's Court, Port Alfred, namely:

Erf 4175, Port Alfred, situated in the Municipality of Port Alfred, Division of Bathurst, in extent 577 (five hundred and seventy-seven) square metres, held under Deed of Transfer T56621/1990, situated at 16 Plymouth Hoe, Royal Alfred Marina, Port Alfred.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain inter alia the following provisions:

1. 10% (ten per centum) of the purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Port Alfred on the 24th day of November 1994.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170; P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stotter/NS0003.)

## Case 2193/93

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

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Charles Steven Reginald Rhoda** and **Margaret Rhoda**

The following property will be sold in execution at the site of the property, 23 Le Clerc Street, Stellenbosch, Western Cape, on Tuesday, 24 January 1995 at 10:00, to the highest bidder:

Erf 11036, Stellenbosch, in extent 249 square metres, held by T42776/1990, situated at 23 Le Clerc Street, Stellenbosch, Western Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0333/103883/gl.)

## Case 14938/93

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

**ABSA Bank Limited**, trading as United Bank, *versus* **David Rabbi Malong** and **Beverley Carol Malong**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 23 January 1995 at 09:00, to the highest bidder:

Erf 1887, Gaylee, in extent 450 square metres, held by T56908/1993, situated at 8 Edison Crescent, Melton Village, Gaylee, 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 Riebeek Street, Cape Town. (Ref. D3U0668/104156/gl.)

#### Case 7176/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Archibald Edward Mentoor** and **Dorothy Lorraine Mentoor**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 17 January 1995 at 09:00:

Erf 1033, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 306 square metres, also known as 13 Coucal Street, Devon Park, Eerste River.

#### *Conditions of sale:*

1. The following information is furnished, but not guaranteed: Dwelling with two bedrooms, lounge, kitchen and bathroom/toilet.
2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions of sale:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 17th day of November 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

#### Case 6845/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Kevin Keith Williams** and **Marlene Claudine Williams**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder at the Magistrate's Court, Kuils River, on 17 January 1995 at 09:00:

Erf 2783, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 391 square metres, also known as 25 Penduick Street, Silwood Heights, Eerste River.

#### *Conditions:*

1. The following information is furnished, but not guaranteed: Dwelling with three bedrooms, lounge, kitchen and bathroom/toilet.
2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 17th day of November 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

#### Case 3306/94

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

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Marius Jeffrie Langenhoven**, First Execution Debtor, and **Geraldine Herriette Langenhoven**, Second Execution Debtor

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Somerset West, dated 23 September 1994 and a warrant of execution, the following property will be sold in execution on Tuesday, 24 January 1995 at 11:00, at the premises namely Erf 1886, Macassar, situated in the Local Council of Macassar, Division of Stellenbosch, measuring 116 (one hundred and sixteen) square metres, or also known as 55 Dakota Street, Macassar, and held by Deed of Transfer T65618/93.



The property shall be sold voetstoots, as it is, to the highest bidder, without reserve and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder. The purchase price will be payable as follows:

One tenth ( $\frac{1}{10}$ ) of the purchase price in cash or by means of bank-marked cheque to the Sheriff of the Court, for the account of the Execution Creditor, such payment to be made on the day of the sale.

(b) The balance of the purchase price to be paid in cash against registration of transfer, which is to be given and taken forthwith. The purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under these conditions of sale.

(c) In addition, the purchaser shall pay interest to the present bondholder, namely, Saambou Bank Limited, at the current rate of interest calculated on the balance owing under the mortgage bond. Such interest calculated from date of sale to date of registration of transfer shall be paid by the purchaser to the bondholder's attorneys.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, 5 Church Street, Somerset West.

Dated at Somerset West on 30 November 1994.

Etienne Barnard, Attorney for Judgment Creditor, 17 St James Street, Somerset West; P.O. Box 111, Somerset West, 7129. [Tel. (024) 51-2340/1.]

Case 3891/94

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

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Dirk Jacobus de Wet**, First Execution Debtor, and **Sharon Carol de Wet**, Second Execution Debtor

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Strand, dated 18 November 1994 and a warrant of execution, the following property will be sold in execution on Wednesday, 18 January 1995 at 11:30, at the premises namely Erf 4619, Gordon's Bay, situated in the Municipality of Gordon's Bay, Division of Stellenbosch, measuring 240 (two hundred and forty) square metres, or also known as 9 Dolphin View, Gordon's Bay, and held by Deed of Transfer T95550/93.

The property shall be sold voetstoots, as it is, to the highest bidder, without reserve and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder. The purchase price will be payable as follows:

One tenth ( $\frac{1}{10}$ ) of the purchase price in cash or by means of bank-marked cheque to the Sheriff of the Court, for the account of the Execution Creditor, such payment to be made on the day of the sale.

(b) The balance of the purchase price to be paid in cash against registration of transfer, which is to be given and taken forthwith. The purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under these conditions of sale.

(c) In addition, the purchaser shall pay interest to the present bondholder, namely, Saambou Bank Limited, at the current rate of interest calculated on the balance owing under the mortgage bond. Such interest calculated from date of sale to date of registration of transfer shall be paid by the purchaser to the bondholder's attorneys.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, 4 Kleinbos Avenue, Strand.

Dated at Somerset West on 30 November 1994.

Etienne Barnard, Attorney for Judgment Creditor, 17 St James Street, Somerset West; P.O. Box 111, Somerset West, 7129. [Tel. (024) 51-2340/1.]

Case 59379/90

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD WYNBERG

**Nedcor Bank Limited versus Alfred Koopman**

*The property:* Erf 19646, Khayelitsha, in the area of jurisdiction of the Town Council of Lingeletu West, Cape Division, in extent 150 square metres, situated at 7 Mlangeni Street, Khayelitsha.

*Improvements* (not guaranteed): Single dwelling built with bricks under a tiled roof consisting of approximately two bedrooms, dining-room, bathroom and w.c.

*Date of sale:* 17 January 1995 at 10:00.

*Place of sale:* Magistrate's Court, Wynberg.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont this 16th day of November 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 8149/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Shafiek Gasnodien**, First Judgment Debtor, and **Gaironesa Gasnodien**, Second Judgment Debtor

In pursuance of a judgment granted on 14 May 1993, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 26 January 1995 at 09:00, at Mitchells Plain Court-house:

*Description:* Erf 40667, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent two hundred and fifty-two (252) square metres.

*Postal address:* 3 Alta Close, Morgenster, Mitchells Plain.

*Improvements:* Dwelling: Three bedrooms, kitchen, lounge and bathroom/toilet.

Held by Deed of Transfer 64788/92.

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 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 23rd 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 2271/92

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

**ABSA Bank Limited**, trading as United Bank, *versus* **John Louis Bowers** and **Evelyn Mary Bowers**

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Monday, 23 January 1995 at 11:00, to the highest bidder:

Erf 17618, Paarl, in extent 400 square metres, held by T44817/1989, situated at 69 Riverside Street, Riverside, Paarl East, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet and stoep.

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 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. D2U0370/118009/gl.)

Case 1232/92

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Maina Nell**, Judgment Debtor

The following will be sold in execution in front of the Court-house for District of Goodwood, on 19 January 1995 at 11:00, to the highest bidder:

Erf 140966, measuring 302 square metres, held by 55866 dated 23 September 1988, situated at 257 Bonteheuwel Avenue, Bonteheuwel.

1. The following improvements on the property are reported, but nothing is guaranteed: Lounge, kitchen, two bedrooms and bathroom.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the messenger prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck, Cape Town. (Ref. 103875/Mrs Liebrandt.)

## Case 25503/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Jose Armindo Goncalves Missa**, First Judgment Debtor, and **Rosa Lamelas Martins Missa**, Second Judgment Debtor

In pursuance of a judgment granted on 6 October 1994, in the Cape Town Magistrate's Court, the following property will be sold to the highest bidder on 26 January 1995 at 10:30, at 15 La Fayette, Hall Road, Sea Point:

*Description:* Section 15, La Fayette, Sea Point West, in the Municipality of Cape Town, Cape Division, in extent one hundred (100) square metres.

*Postal address:* 15 La Fayette, Hall Road, Sea Point.

*Improvements:* Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet/shower.

Held by Deed of Transfer 11150/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 28th 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. Z59811/HVN/Mrs Wolmarans.)

## Case 497/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **S A Energy Company Ltd**, trading as Mobil Oil (S.A.) (Pty) Limited, Plaintiff, and **Mr Raymond James Harwood**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 7 October 1993 and subsequent warrant of execution, the following property will be sold in execution on 13 January 1995 at 11:00, at the Magistrate's Court, Port Alfred, namely:

Erf 4175, Port Alfred, situated in the Municipality of Port Alfred, Division of Bathurst, in extent 577 (five hundred and seventy-seven) square metres, held under Deed of Transfer T56621/1990, situated at 16 Plymouth Hoe, Royal Alfred Marina, Port Alfred.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain *inter alia* the following provisions:

1. 10% (ten per cent) of the purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Port Elizabeth on the 24th day of November 1994.

Neave, Stotter & Associates, 15 Main Street, Port Alfred; 6170; P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stotter/S00323.)

## Case 18853/93

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

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Daniel Hendricks** and **Ruth Mavis Hendricks**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, corner of Bryant and Orphan Streets, Cape Town, 8001, on Tuesday, 17 January 1995 at 10:30:

Erf 145936, Cape Town, Portion Erf 3031, in the Municipality of Cape Town, in extent 683 (six hundred and eighty-three) square metres, held by Deed of Transfer T43476/92 and situated at corner of Bryant and Ophan Streets, Cape Town, 8001.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Cape Town.
2. The following improvements on the property are reported but nothing is guaranteed: Vacant land.
3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 23rd day of November 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z19851.)



Case 37484/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Pheloza David Makasi**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 6 December 1993, and a writ of execution dated 8 December 1993, the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 770, kwaDwesi Extension 2, in the Administrative District of Port Elizabeth, measuring 286 (two hundred and eighty-six) square metres, situated at 27 Ngomongomo Street, kwaDwesi Phase 3, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, concrete block under tile private, detached dwelling with fitted carpets, lounge, kitchen, two bedrooms, bathroom and w.c.

*Material conditions of sale:*

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 5th 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) 56-4636.]

Case 23547/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Aldridge Rodney Theron**, First Defendant, and **Felicity Laverne Theron**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 24 August 1994, and a writ of execution dated 29 August 1994, the property listed hereunder will be sold in execution on 19 January 1995 at 11:00, at the front entrance of the Magistrate's Court, Durban Street, Uitenhage:

Certain Erf 15202, Uitenhage, in the Municipality and Division of Uitenhage, measuring 602 (six hundred and two) square metres, situated at 10 Sanderling Avenue, Rosedale, Uitenhage.

*Improvements:* Although not guaranteed, it consists of single storey, brick under tile, detached private dwelling, with fitted carpets, kitchen, lounge, dining-room, three bedrooms, bathroom, w.c. and concrete boundary walls.

*Material conditions of sale:*

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 5th 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) 56-4636.]

Case 26604/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Lunga Christopher Pike**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 16 September 1994, and a writ of execution dated 28 September 1994, the property listed hereunder will be sold in execution on 13 January 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 12269, Motherwell, in the area of the Town Council of Motherwell, Division of Uitenhage, measuring 294 (two hundred and ninety-four) square metres, situated at 86 Mtendwe Street, Motherwell NU7, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, block under tile, detached private dwelling, with fitted carpets, lounge, kitchen, two bedrooms, bathroom and toilet.

*Material conditions of sale:*

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 5th 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) 56-4636.]

Case 2571/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, Plaintiff, and **André John Slamet**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 15 February 1994, and a writ of execution dated 17 February 1994, the property listed hereunder will be sold in execution on 13 January 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 992, Theescombe, in the Municipal and Administrative District of Port Elizabeth, measuring 918 (nine hundred and eighteen) square metres, situated at 24 Bernice Street, Kamma Park, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, brick under asbestos, private dwelling, with lounge, kitchen, dining-room, two bedrooms, one and a half bathroom and two w.c.'s.

*Material conditions of sale:*

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 5th 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) 56-4636.]

7993/94

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

In the matter between **The Body Corporate Larenhof Building No. SS203/83**, Plaintiff, and **Carl Leibbrandt**, Defendant

In execution of a judgment of the Magistrate's Court in the above-mentioned suit, a sale without reserve will be held at 32 Larenhof, 70 Voortrekker Road, Bellville, on Tuesday, 17 January 1995 at 11:00, of the undermentioned property of the Defendant on the condition which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, 29 Northumberland Avenue, Bellville.

(a) Section 14, as shown and more fully described on Sectional Plan SS203/93, in the scheme known as Larenhof, in respect of the land and building or buildings situated at Bellville, in the Municipality of Bellville, of which section the floor area, according to the said sectional plan, is 81 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 section plan.

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

An 81 square metre main dwelling consisting of a kitchen, lounge, two bedrooms and bathroom.

*Terms:*

1. 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.

2. Auctioneers charge's 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 rands) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rands) minimum charges of R200 (two hundred rands) on the proceeds of the sale.

Dated at Cape Town this the 29th day of November 1994.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens; P.O. Box 67, Cape Town. Docex 88, (Tel. 52-5138.) (Ref. W. D. Inglis/cs/S1697/4313.)

Case 6590/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Charles Thomas de Flamingh**, Judgment Debtor

In pursuance of a judgment granted on 29 April 1994, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 19 January 1995 at 11:00, at 19 Penterlee Court, corner of First Avenue and Gardiner Street, Parow:

*Description:* Sections 19 and 28, Penterlee Court, Parow, in the Municipality of Parow, Cape Division, in extent sixty-nine (69) and 21 square metres respectively.

*Postal address:* 19 Penterlee Court, corner of First Avenue and Gardiner Street, Parow.

*Improvements:*

*Dwelling:* Two bedrooms, bathroom, kitchen and lounge.

Held by Deed of Transfer 8897/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this the 2nd day of December 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. Z56433/HVN/Mrs Wolmarans.)

Case 44714/93

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Michael Robert Herbert**, First Judgment Debtor, and **Doreen Brenda Herbert**, Second Judgment Debtor

In pursuance of judgment granted on 16 August 1994, in the Wynberg Magistrate's Court and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 January 1995 at 10:00, at 31 Garnet Road, Lansdowne, to the highest bidder:

*Description:* Erf 62565, Cape Town, at Lansdowne, in extent six hundred and fifty-three (653) square metres.

*Postal address:* 31 Garnet Road, Lansdowne.

*Improvements:* Single dwelling built of brick walls, tiled roof, consisting of three bedrooms, bathroom, toilet, kitchen, lounge, dining-room and garage.

Held by the Defendant in his name under Deed of Transfer T49269/92.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

5. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rates taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Electric Road, Wynberg.

Dated at Athlone this the 28th day of November 1994.

D. C. M. Gihwala, for Wilkinson Joshua Gihwala & Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. DG/VS/GF0828/Z03257.)

Case 10574/92

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

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Derek Steven Forbes** and **Juliet Bronwen Forbes**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Mitchells Plain, on Wednesday, 18 January 1995 at 09:00:

Erf 40945, Mitchells Plain, in the City of Cape Town, in extent 242 (two hundred and forty-two) square metres, held by Deed of Transfer T23915/88, and situated at 36 Estelle Crescent, Mitchells Plain, 7785.



*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain North.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms, bathroom and w.c.
3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within (14) days of the date of sale.
4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 2nd day of December 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419- 5880/1/2.] (Ref. GJV/SG W14308.)

**Case 10194/94**

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

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Flip Johannes McGear and Priscilla Charmaine McGear**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Mitchells Plain, on Wednesday, 18 January 1995 at 09:00:

Erf 39091, Mitchells Plain, in the Municipality of Cape Town, in extent 180 (one hundred and eighty) square metres, held by Deed of Transfer T67938/93, and situated at 54 Joyce Ordbronn, New Woodlands, Mitchells Plain, 7785.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain North.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms, bathroom and w.c.
3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within (14) days from the date of sale.
4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 2nd day of December 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419- 5880/1/2.] (Ref. GJV/SG Z26324.)

**Case 30538/94**

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

**Nedcor Bank Limited**, Plaintiff, *versus* **Joseph Dyapi**, Defendant

In pursuance of a judgment dated 21 October 1994 and an attachment on 1 December 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 January 1995 at 14:15:

Erf 326, Motherwell N.U.3 in the Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 147 Khwalimanzi Street, Motherwell N.U.3, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of two bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

*Terms:* 10% (ten per centum) on date of sale, the balance including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus V.A.T.] are also payable on date of sale.

Dated on this 6th day of December 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 31391/94**

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

**Nedcor Bank Limited**, Plaintiff, *versus* **Mongezi Welcome Jalavu** Defendant

In pursuance of a judgment dated 26 October 1994 and an attachment on 1 December 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 January 1995 at 14:15:

Erf 20185, Ibhayi, in the Area of the City Council of Ibhayi, Administrative District of Port Elizabeth, in extent 196 (one hundred and ninety-six) square metres, situated at 42 Tsewu Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under an asbestos roof consisting of two bedrooms, lounge, kitchen and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per centum) on date of sale, the balance including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus V.A.T.] are also payable on date of sale.

Dated 6th December 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 1225/90**

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

**Nedparm Bank Limited versus Zukile Lennox Nako**

In pursuance of a judgment dated 1 February 1990 and an attachment on 17 November 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 January 1995 at 14:15:

Erf 239, Motherwell N.U.3 in the Administrative District of Uitenhage, in extent 230 (two hundred and thirty) square metres, situated at 208 Khwalimanzi Street, Motherwell N.U.3, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey, brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per centum) on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 5% (five per centum) to a maximum of R6 000 with a minimum of R200 plus V.A.T.] are also payable on date of sale.

Dated 29 November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 1863/91**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(South-Eastern Cape Local Division)

**Nedperm Bank Limited versus Enoch Mcopela**

In pursuance of a judgment dated 11 March 1992 and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 13 January 1995 at 15:00:

Erf 50366, Ibhayi at Elundini, Administrative District of Port Elizabeth, in extent 395 (three hundred and ninety-five) square metres, situated at 1 Njoli Road, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of six rooms, bathroom and four garages.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

**Terms:** 10% (ten per centum) on date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus V.A.T.] are also payable on date of sale.

Dated 23 November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 15649/94

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

**Nedcor Bank Limited versus John Burridge Scott**

In pursuance of a judgment dated 7 June 1994, and an attachment on 29 November 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 January 1995 at 14:15:

(a) Section 37, as shown and more fully described on Sectional Plan SS53/1982, in the scheme known as Panorama in respect of the land and building or buildings situated at Port Elizabeth Central, in the Municipality and Division of Port Elizabeth of which the floor area, according to the said sectional plan is 38 (thirty-eight) square metres in extent; and

(b) An undivided share in the common property situated at 93 Panorama, Belmont Terrace, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a flat under an asbestos roof, consisting of bedroom, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrates's Court South, 36 North Street, North End, Port Elizabeth.

**Terms:** 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 6th day of December 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2751/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

**Nedcor Bank Limited versus Sheila Reed and Denys Elliott Reed**

In pursuance of a judgment dated 2 December 1994 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 13 January 1995 at 15:00:

Erf 3446, North End, Municipality and Division of Port Elizabeth, in extent 171 (one hundred and seventy-one) square metres, situate at 106 Kirkwood Street, North End, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

**Terms:** 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 7th day of December 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 36249/93

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

**Nedcor Bank Limited versus John Anthony Petersen and Ursula Geraldine Petersen**

In pursuance of a judgment dated 16 November 1993 and an attachment on 11 March 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 January 1995 at 14:15:

Erf 5252, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 378 (three hundred and seventy-eight) square metres, situate at 3 Gelena Street, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court West, 36 North Street, Port Elizabeth.

**Terms:** 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 23rd day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.



Case 2764/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

**Nedcor Bank Limited versus Manuel Cecil Weldschidt**

In pursuance of a judgment dated 2 December 1994 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 13 January 1995 at 15:00:

Erf 7687, Bethelsdorp, situated in the Municipality and Administrative District of Port Elizabeth, in extent 552 (five hundred and fifty-two) square metres, situate at 9 Newing Avenue, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

**Terms:** 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 7th day of December 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 20948/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH

**Nedcor Bank Limited versus Goodman Mtati, Sheilla Mtati**

In pursuance of a judgment dated 22 July 1994 and an attachment on 5 September 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 January 1995 at 14:15:

Erf 9572, Motherwell, in the Area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 318 (three hundred and eighteen) square metres, situated at 116 Bira Street, Motherwell NU4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT) are also payable on date of sale.

Dated at 7 December 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 816/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Waud & Blackman (Pty) Ltd**, Eiser, en **Mnr Hill**, Verweerder *in re* **Maintain A Home**

Ingevolge 'n vonnis wat in bovermelde Agbare Hof toegestaan is op 5 April 1994 en 'n lasbrief wat uit bovermelde Hof uitgereik is, sal die ondergemelde eiendom opgeveel word by die perseel op 17 Januarie 1995 om 10:00:

Die eiendom wat verkoop sal word is Deelnommer 320, soos getoon en volledig beskryf op Deelplan ST 123/91 in die Skema bekend as Tafelsee, ten opsigte van die grond en gebou of geboue geleë te Bellville, van welke deel die vloeroppervlakte volgens gemelde Deelplan 72 (twee-en-sewentig) vierkante meter groot is asook die onverdeelde aandele in die gesamentlik eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde dele soos op genoemde Deelplan aangedui. Gehou kragtens Transportakte ST15701/1993, geleë te Tafelsigwoonstelle 428, Loevenstein, Bellville, synde 'n woonstel met twee slaapkamers met 'n badkamer, kombuis, sitkamer en 'n parkeerplek.

Die verkoopvoorwaardes kan by die kantoor van die Balju, Bellville gelees word.

Geteken te Kaapstad Desember 1994.

Truter & Hurter Ing., Prokureur vir die Eiser, Vyfde Verdieping, Dumbarton Huis, Kerkstraat 1, Kaapstad, 8000. (Verw. A. Heerink/16551.)

Case 13822/94

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

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Hamied Nabile**, First Execution Debtor, and **Jamiela Nabile**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, and writ of execution dated 13 June 1994, the following property will be sold in execution on Thursday, 2 February 1995 at 10:00, to the highest bidder at 19 Duck Road, Grassy Park:

**Certain:** Erf 3122, Grassy Park, in the Local Area of Grassy Park, Cape Division, measuring 317 (three hundred and seventeen) square metres, held by Deed of Transfer T75946/92, also known as 19 Duck Road, Grassy Park, consisting of brick dwelling under tiled roof, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and garage.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum 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 17,25% (seventeen comma two five per cent) 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 guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 6th day of December 1994.

Buchanan Boyes, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

**Case 12640/91**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, Plaintiff, and **Shadrack Mvikel**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 12 July 1991, and a writ of execution dated 19 July 1991 at 14:15, the property listed hereunder will be sold in execution on 13 January 1995, at the front entrance of the New Law Courts, North End, Port Elizabeth:

*Certain:* Erf 1364, Motherwell NU6 Phase 2, Administrative District of Port Elizabeth, measuring 275 (two hundred and seventy-five) square metres, situated at 3 Kwenxura Street, Motherwell NU 6, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, concrete block under tile private, detached dwelling with fitted carpets, lounge, kitchen, three bedrooms, bathroom, w.c. and storey.

*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 Magistrate's 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 20,25% (twenty comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 5th day of December 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

**Case 19777/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**First National Bank versus D. G. & R. Lotz, Wynberg**

*The property:* Erf 10695, Grassy Park, in extent 420 square metres, situated at 5 Ernest Curry Road, Grassy Park.

*Improvements (not guaranteed):* Single dwelling, brick walls, tiled roof, two bedrooms, kitchen, lounge, bathroom and toilet.

*Sale date:* 16 January 1995 at 12:00.

*Place of sale:* 5 Ernest Curry Road, Grassy Park.

*Material conditions:* The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated: 6 December 1994.

Pincus Matz - Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

**Saak 413/94**

IN DIE LANDDROSHOF VIR DIE DISTRIK HARTSWATER GEHOU TE HARTSWATER

In die saak tussen **Hickson Performance Chemicals (Pty) Ltd**, Eisier, en **W. H. Rundle**, Eerste Verweerder, en **W. A. Rundle**, Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdros, Hartswater en lasbrief tot geregtelike verkoping gedateer 6 September 1994, sal die ondervermelde goedere op 13 Januarie 1995 om 11:00, te Landdroskantoor, Tulbach-ingang, Welkom, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 5434, bekend as Phillipsmeenthuis 11, Greystraat, Dagbreek, Welkom, groot 147 vierkante meter.

Cilliers, Waldeck, Van Zyl & Groenewald, Lexgebou, Hertzogstraat, Posbus 12, Hartswater.

Case 6409/94

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Desmond Patrick Lappin**, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town, and writ of execution dated 28 March 1994, the property listed hereunder, and commonly known as 166 Raats Drive, Table View, will be sold in execution at the premises on Thursday, 19 January 1995 at 14:00, to the highest bidder:

Erf 15214, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 645 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 of three bedrooms, lounge, dining-room, kitchen and one and a half bathrooms, shower, two toilets, double garage, driveway and patio.

*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, 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 23rd 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.1670.)

Case 16940/92

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Ronald Peter van Niekerk**, Judgment Debtor

The following will be sold in execution in front of the Court-house for District of Mitchells Plain on 18 January 1995 at 10:00, to the highest bidder:

Erf 10575, measuring 138 square metres, held by 59382 dated 20 September 1991, situated at 9 Malva, Lentegeur, Mitchells Plain.

1. The following improvements on the property are reported, but nothing is guaranteed: Kitchen, toilet, bathroom, lounge and three bedrooms.

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. The full conditions which will be read out by the Messenger prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck Street, Cape Town. (Ref. 105762 Mrs Liebrandt.)

Case 4199/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bradley Roger Denton**, Defendant

In the above matter a sale will be held on Thursday, 19 January 1995 at 12:30, at the Site of 2 Dalvan Court, Milner Road, Maitland:

Being section 2 Dalvan Court, situated at Maitland, in the Municipality of Cape Town, measuring 46 square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen comma two five per centum (16,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A ground floor flat comprising bedroom, kitchen, lounge and bathroom/toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Cape Town and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)



In the above matter a sale will be held on Tuesday, 17 January 1995 at 11:00, at the site of 14 Berea Crescent, Ravensmead, being Erf 12598, Parow, in the Municipality of Parow, Cape Division, measuring 302 square metres.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen comma two five per centum [16,25% (sixteen comma two five per centum)] per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick dwelling with an asbestos roof comprising: Lounge, kitchen, bathroom, toilet and three bedrooms.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **Vivian Cupido Snyman**, First Judgment Debtor, and **Anna Snyman**, Second Judgment Debtor

In pursuance of a judgment granted on 14 September 1994, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 24 January 1995 at 10:00, at Malmesbury Court-house:

*Description:* Erf 5070, portion of Erf 5060, Malmesbury, in the Municipality and Division of Malmesbury, in extent four hundred and forty-four (444) square metres. Postal address: 9 Kiepersol Street, Malmesbury.

**Improvements:** Dwelling: Lounge, dining-room, kitchen, two bedrooms, bathroom/toilet/shower and toilet/shower.

Held by Deed of Transfer 9309/90.

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 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 30th 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.]

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Herman Ivan Adonis**, Eerste Verweerder, **Regina Johanna Adonis**, Tweede Verweerder, **Regina Isaacs**, Derde Verweerder, en **Magdalene Isaacs**, Vierde Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Dinsdag, 24 Januarie 1995 om 11:00, te die Landdroskantoor, Paarl:

T48435/1990, synde 'n woonhuis geleë te Shirazstraat 38, Nederburg Heights, Paarl.

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Landdroshofwet en die reëls daarvolgens uitgevaardig en van die titelbewys insoverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingsvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 15,25% (vyftien komma twee vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingsvoorwaardes lê ter insae by die kantore van die Balju geleë te Du Toitstraat 40, Paarl, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Saak 1085/94

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

In die saak tussen **Parow Munisipaliteit**, Eiser, en **F. J. Bock**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 20 Mei 1994 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 24 Januarie 1995 om 12:45, op die perseel te Claredonstraat 32, Parowvallei, 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 14459, Parow, geleë in die munisipaliteit Parow, afdeling Kaap, groot 584 vierkante meter, gehou kragtens Transport-akte T38722/1993.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met teëldak, drie slaapkamers, sitkamer, kombuis, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040) en/of Die Balju van die Landdroshof, Northumberlandstraat 29, Bellville (Tel. 948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers en/of baljukommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Northumberlandstraat 29, Bellville (Tel. 948-8326).

**Datum:** 28 November 1994.

**Fourie Basson & Veldtman**, Saambougebou, Voortrekkerweg 219, Parow. (Verw. mev. Lambrechts/9187.)

Case 41284/93

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Glenn Phil Ortel**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property commonly known as 34 Bonaventura Avenue, Wesfleur, Avondale, Atlantis, on Thursday, 19 January 1995 at 10:00, namely:

Erf 488, Wesfleur, situated in the Atlantis Residential Area, Cape Division, in extent 450 (four hundred and fifty) square metres, held by Deed of Transfer T34695/1987, commonly known as 34 Bonaventura Avenue, Wesfleur, Avondale, Atlantis, which property is said, without warranty as to the correctness thereof, to comprise brick walls, asbestos roof, two bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: Brick walls, asbestos roof, two bedrooms, lounge, dining-room, kitchen bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 10th day of November 1994.

**Lindsay & Associates**, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 21900.)

Saak 7009/94

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **Boland Bank Bepers**, Eiser, en **Hansie Sweeney de Villiers**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 13 Julie 1994, sal die hiernabeskrewe vaste eiendomme in eksekusie verkoop word op Donderdag, 19 Januarie 1995 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 5562, Goodwood, in die munisipaliteit Goodwood, afdeling Kaap, groot 496 vierkante meter, gehou kragtens Transport-akte T3738/1992.

Die veiling vind om 10:00 plaas op die perseel bekend as Murraystraat 71, Goodwood.

**Beskrywing:** Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, sitkamer, televisiekamer, drie slaapkamers, badkamer met bad en stort, toilet, kombuis, motorhuis, afdak en omhein met vibracrete mure.

Inspeksie van die eiendom kan gereël word in oorleg met die Balju, Goodwood, I. J. Hugo, p.a. Northumberlandstraat 29, Bellville (Tel. 948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Balju se kommissie betaal word. Die balanskoopprys 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 kantoor van die Balju, Goodwood, I. J. Hugo, p.a. Northumberlandstraat 29, Bellville (Tel. 948-8326).

**Datum:** 9 November 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3098.)

**Saak 51139/93**

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

In die saak tussen **Parow Motorhandelaars (Edms.) Bpk.**, Eiser, en **Leonard Theodore Carter**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 3 Junie 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 18 Januarie 1995 om 12:00, op die perseel te Summer Close 13, Grassy Park, 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 9247, Grassy Park, in die plaaslike gebied Grassy Park, afdeling Kaap, groot 442 vierkante meter, gehou kragtens Transportakte T8310/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, kombuis, sitkamer, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3439).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslers en/of baljukommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3439.)

**Datum:** 11 November 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/P341.)

**Case 10678/94**

#### 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 **Lawrence Hjalmar Eksteen**, First Judgment Debtor, and **Celestine Eksteen**, Second Judgment Debtor

In pursuance of a judgment granted on 14 November 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder, on 25 January 1995 at 09:00, at Kuils River Court-house:

**Description:** Erf 4057, portion of Erf 3403, Kleinvlei, in the local area of Melton Rose, Stellenbosch Division situated at 18 Vesta Street, Kleinvlei, in extent four hundred and thirty-four (434) square metres.

**Postal address:** 18 Vesta Street, Kleinvlei Annex.

**Improvements:** Dwelling, two bedrooms, lounge, kitchen, dining-room, bathroom and toilet.

**Held by Deed of Transfer** 28836/88.

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 16,25% (sixteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 29th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z52065/HVN/Mrs Wolmarans.)

**Case 728/93**

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Erf 870 Lambertsbaai CC**, Judgment Debtor

In pursuance of a judgment granted on 26 July 1994, in the Clanwilliam Magistrate's Court, the following property will be sold to the highest bidder on 24 January 1995 at 10:00, at Clanwilliam Court-house:

**Description:** Erf 870, Lamberts Bay, in the Municipality of Lamberts Bay, Clanwilliam Division, in extent seven hundred and seventy-five (775) square metres.



*Postal address:* 105 Strand Street, Lamberts Bay.

*Improvements:* Three bedrooms, toilet, bathroom/toilet ensuite, bathroom, lounge, dining-room, kitchen, laundry, pantry, cellar and garage.

Held by Deed of Transfer 24815/91.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 29th 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. Z51983/HVN/Mrs Wolmarans.)

**Case 9558/91**

#### IN THE MAGISTRATE'S COURT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as United Bank, *versus* **Edwin Charles Schereka and Leynette Margaret Schereka**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 23 January 1995 at 09:00, to the highest bidder:

Erf 8595, Kuils River, in extent 477 square metres, held by T20703/1991, situated at 48 Hattford Street, Highbury, Kuils River, 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 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. D1U1173/100387/gl.)

**Case 6674/92**

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

**ABSA Bank Limited**, trading as United Bank, *versus* **Daniel Kekana and Lena Barbara Kekana**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 26 January 1995 at 10:00, to the highest bidder:

Erf 24034, Khayelitsha, in extent 287 square metres, held by T62259/1988, situated at 23 Plum Crescent, Tembani Village, Khayelitsha, 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 Riebeeck Street, Cape Town. (Ref. D2U0269/111787/gl.)

**Case 4839/92**

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

**ABSA Bank Limited**, trading as United Bank, *versus* **Ruben Henry**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 23 January 1995 at 09:00, to the highest bidder:

Erf 5918, Blue Downs, in extent 308 square metres, held by T59493/1989, situated at 1 Inez Avenue, Brentwood Park, Blue Downs, Western Cape:

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per 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. D2U0600/121617/gl.)

**Case 23823/94**

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

**ABSA Bank Limited, trading as United Bank, versus Yasmien Vallie**

The following property will be sold in execution at the site of the property, 40 Francis Street, Woodstock, Western Cape, on Tuesday, 24 January 1995 at 10:30, to the highest bidder:

Erf 145047, Cape Town, in extent 80 square metres, held by T6105/1994, situated at 40 Francis Street, Woodstock, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two 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 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. 4U111744/gl.)

**Case 27369/94**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedcor Bank Limited versus Garret Macebo Phekana**

In pursuance of a judgment dated 19 September 1994, and an attachment on 17 October 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 January 1995 at 14:15:

Erf 36514, Ibhayi, at Zwide, Administrative District of Port Elizabeth, in extent 279 (two hundred and seventy-nine) square metres, situated at 39 Ngwekazi Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court-North, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

*Terms:* 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriffs' charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

*Date:* 7 December 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 19433/94**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedcor Bank Limited versus Sindile Maxwell Nombawa**

In pursuance of a judgment dated 18 July 1994, and an attachment on 5 September 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 January 1995 at 14:15:

Erf 3802, kwaZakhele, Administrative District of Port Elizabeth, in extent 249 (two hundred and forty-nine) square metres, situated at 3802 Site and Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

**Date:** 25 November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

#### Case 15990/94

#### MAGISTRATE'S COURT DISTRICT PORT ELIZABETH

In the matter between **Nedcor Bank Limited** versus **Gerald Bruce Thomas**, and **Venessa Wendy Thomas**

In pursuance of a judgment dated 10 June 1994 and an attachment on 13 July 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 January 1995 at 2:15:

Erf 1117, Bloemendal, situated in the Municipality and Administrative District of Port Elizabeth, in extent 357 (three hundred and fifty-seven) square metres, situated at 208 Booyens Park Drive, Bloemendal, Port Elizabeth.

While nothing is guaranteed, it is understood that the property consists of a vacant plot.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court-West, 36 North Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per cent) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) plus VAT] are also payable on date of sale.

Dated on this the 2nd day of December 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

#### Case 1222/94

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

In the matter between **ABSA Bank Limited** (trading as United Bank), Judgment Creditor, and **Ulrich Reinhard Theodor Lehmann**, Judgment Debtor

In pursuance of a judgment granted on 25 April 1994, in the Goodwood Magistrate's Court, the following property will be sold to the highest bidder on 31 January 1995 at 11:00, at 26 Matopo Road, Thornton:

**Description:** Erf 852, Thornton, in the Municipality of Cape Town, Cape Division, in extent five hundred and ninety-eight (598) square metres.

**Postal address:** 26 Matopo Road Thornton.

**Improvements:** Dwelling: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and garage, held by Deed of Transfer 73979/93:

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 cent (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 16th 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.]

#### Case 14752/93

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

In the matter between **ABSA Bank Limited** (trading as United Bank), Plaintiff, and **Virgil Rory McGee**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Mitchells Plain, on 17 January 1995 at 10:00:

Erf 39718, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 309 square metres, also known as 17 Common Road, Strandfontein, Cape.

**Conditions:**

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with four bedrooms, lounge, kitchen and bathroom/toilet.



2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 11th day of November 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale St, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Saak 7565/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank Beperk, Eiser, en **N. Jacobs**, Eerste Verweerder, en **M. Jacobs**, Tweede Verweerder

Die volgende eiendom sal in eksekusie verkoop word voor die Hofgebou, Kuilsrivier, op Woensdag, 25 Januarie 1995 om 09:00, aan die hoogste bieder:

Erf 2024, Eersterivier, groot 382 vierkante meter, gehou kragtens TL11383/94, geleë te Gabystraat 10, Eersterivier, in die area van Blue Downs, Stellenbosch afdeling.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Woonhuis, teëldak, enkel motorhuis, drie slaapkamers, kombuis, eetkamer en badkamer/toilet.

2. *Betaling:* 10% (tien per centum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 15,25% (vyftien komma twee vyf persent) per annum bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 19de dag van Desember 1994.

A. F. Brand, vir De Klerk & Van Gend, Eiser se Prokureurs, Derde Verdieping, Volkskasgebou, Adderleystraat, Kaapstad. (AB94092.)

Case 8457/94  
PH 255

#### IN THE SUPREME COURT OF SOUTH AFRICA (Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Jennifer Joyce McLeary**, 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 3 Lancaster Crescent, Duynfontein, on Monday, 23 January 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 11 St John's Street, Malmesbury, 7300.

Erf 2639, Melkbosch Strand, in the area of the Local Council of Melkbosstrand, Cape Division, in extent 1 049 square metres and situated at 3 Lancaster Crescent, Duynfontein.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 188 square metre main dwelling consisting of an entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom with water closet, water closet with shower and a 40 square metre outbuilding consisting of garage, servants' quarters and water closet.

#### *Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 7th day of December 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1808/4543.)

Case 8832/94  
PH 255IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Don Gqamana**, First Defendant and **Nokwanda Allouisia Gqamana**, 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 Mitchells Plain Magistrate's Court, on Wednesday, 1 February 1995 at 10:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 52 Park Avenue, Rocklands Medical Centre, Rocklands, Mitchells Plain.

Erf 443, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 496 square metres, and situated at 43 Dickens Drive, Mandalay, Mitchells Plain.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 66 square metre main dwelling consisting of lounge/dining-room, kitchen, two bedrooms, bathroom, water closet and shower.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 9th day of December 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1821/4571.)

Case 15285/92  
PH 255IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Denzil Hugh Stober**, First Defendant and **Folsia Stober**, 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 19 Privateer Road, Strandfontein, on Thursday, 9 February 1995 at 11:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 6 Mulberry Mall, Strandfontein Shopping Centre, Strandfontein.

Erf 14817, Mitchells Plain, situated in the Municipality of Cape Town, Cape Division, in extent 295 square metres and situated at 19 Privateer Road, Strandfontein.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 111 square metres main dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom water closet and a 24 square metre outbuilding consisting of garage.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 8th day of December 1994.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S937/2536.)

Case 35832/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Alan Mark Windell**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 22 November 1994 and a writ of execution dated 22 November 1994, the property listed hereunder will be sold in execution on Friday, 13 January 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 790, Charlo, in the Municipality and Division of Port Elizabeth, measuring 999 (nine hundred and ninety-nine) square metres, situated at 4 Angela Avenue, Charlo, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, private dwelling with fitted carpets, lounge, dining-room, kitchen with e.l.o. and hob, three bedrooms, two bathrooms, two w.c.'s, double garage, servant's room with w.c., concrete boundary walls and pool.

*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, on 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 18,25% (eighteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 12th 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) 56-2885.]

**Case 23752/94**

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

In the matter between **Standard Bank of SA Limited**, Plaintiff, and **Wezile Zokufa**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 19 August 1994 and a writ of execution dated 18 October 1994, the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 8178, Motherwell, in the Municipal and Administrative District of Uitenhage, measuring 257 (two hundred and fifty-seven) square metres, situated at 94 Makhangiso Street, Motherwell, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, brick under tile, private dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom and w.c.

*Material conditions of sale:*

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, on 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 15,25% (fifteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 12th 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) 56-2885.]

**Case 7559/94**

**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 **Peter Pillay**, First Judgment Debtor, and **Joan Pillay**, Second Judgment Debtor

In pursuance of a judgment granted on 6 September 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 20 January 1995 at 09:00 at Kuils River Court-house:

*Description:* Erf 3930, Kleinvlei, in the Local Area of Blue Downs, Stellenbosch Division, in extent two hundred and thirty-three (233) square metres.

*Postal address:* 57 Park Avenue, Kleinvlei, Eerste River.

*Improvements:* Dwelling: Two bedrooms, kitchen, lounge, bathroom and toilet.

Held by Deed of Transfer 11713/94.

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% (one five 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 15th day of December 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. Z58804/HVN/Mrs Wolmarans.)



Case 9208/94

## 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 **Angelo Ferguson Alard**, Judgment Debtor

In pursuance of a judgment granted on 15 November 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 20 January 1995 at 09:00 at Kuils River Court-house:

*Description:* Erf 2648, Eerste River, situated in the Local Area of Blue Downs, Stellenbosch, in extent three hundred and sixty-six (366) square metres.

*Postal address:* 2 Elf Street, Silwood Heights.

*Improvements:* Dwelling: Two bedrooms, kitchen, lounge, bathroom and toilet.

Held by Deed of Transfer 2322/93.

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% (one five 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 15th day of December 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. Z60195/HVN/Mrs Wolmarans.)

Case 8411/94

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

**ABSA Bank Limited** (trading as United Bank) *versus* **Alvin Johannes Solomons**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 18 January 1995 at 09:00:

Erf 1936, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T37918/91, situated at 28 Leliefontein Street, Beverley Park, Eerste River.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (one five 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 the 15th day of December 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 2729/94

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

**ABSA Bank Limited** (trading as United Bank) *versus* **David Ashley van Breda and Venessa van Breda**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 20 January 1995 at 09:00:

Erf 5936, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 318 (three hundred and eighteen) square metres, held by Deed of Transfer T73065/92, situated at 25 Angela Crescent, Blue Downs, Eerste River.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom and 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% (one five 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 the 13th day of December 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

## Case 145/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Jan Walters Schoeman** and **Petronella Maria Schoeman**

The following property will be sold in execution by public auction held at 35 Jakaranda Street, Veldrif, to the highest bidder on 20 January 1994 at 11:00:

Erf 301, Veldrif in the Municipality of Veldrif, Division of Piketberg, in extent 1 487 (one thousand four hundred and eighty-seven) square metres, held by Deed of Transfer T43765/92, situated at 35 Jakaranda Street, Veldrif.

*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 vacant stand.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) calculated on the Judgment Creditor's claim from the date of sale to 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 19th day of December 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

## Case 12901/90

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Johannes Louwrens**, Plaintiff, and **Michael Louw Kotze**, Defendant

In pursuance of a judgment granted by the above Honourable Court, on 29 November 1990 and a warrant of execution issued pursuant thereto, the undermentioned immovable property known as Erf 987, Brackenfell, in the Municipality of Brackenfell in the Division of Stellenbosch, in extent 992 (nine hundred and ninety-two) square metres held by Deed of Transfer T8129/1994, being 21 Coyne Street, Protea Heights, Brackenfell, will be sold in execution at the aforesaid address on 23 January 1995 at 12:00.

The said property has the following improvements: Brick dwelling with asbestos roof, three bedrooms, sitting room, dining-room, two bathrooms, outside toilet, garage and swimming-pool.

The conditions of sale may be inspected at the offices of the Sheriff for Kuils River.

Dated at Cape Town on this 19th day of December 1994.

Truter & Hurter Incorporated, Fifth Floor, Dumbarton House, 1 Church Street, Cape Town, 8000. (Ref. A. Helrinu/15237.)

## Saak 11456/92

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **J. P. Lawrence & J. D. Leibrandt**, Vonnisskuldenaars

Ingevolge 'n uitspraak in die Landdroshof, Wynberg, en 'n lasbrief vir eksekusie, sal die volgende eiendom geregtelik verkoop word op Woensdag, 18 Januarie 1995 om 14:00, aan die hoogste bieder voor Carpweg 21, Zeekoevlei, Kaap:

Erf 345, Zeekoevlei, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, gehou kragtens T31268/1991, ook bekend as Carpweg 21, Zeekoevlei, Kaap.

*Veilingvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en van die titelbewyse van die eiendom en die eiendom sal, onderworpe aan voormelde, aan die hoogste bieder verkoop word.

2. *Betaling:* 10% (tien persent) van die koopsom sal kontant ten tyde van die veiling betaal word en die volledige saldo, tesame met rente daarop teen 20% (twintig persent) per jaar, bereken op die bedrag van die Vonnisskuldeiser se eis (en indien daar enige ander voorkeurekrediteur is, is die rente ook op sodanige voorkeurekrediteur se eis betaalbaar), van die veilingsdatum tot datum van oordrag teen registrasie van oordrag, welke bedrae deur 'n goedgekeurde waarborg van 'n bank of bouvereniging gesekureer moet word en binne 14 dae van die veilingsdatum ingedien moet word. Die volgende veranderings moet gemeld, maar nie gewaarborg nie: Woonhuis met baksteenmure onder 'n sinkdak, drie slaapkamers, kombuis, sitkamer, drie badkamers en twee toilette.

3. *Voorwaardes:* Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die afslaer voorgelees word en lê ter insae in die kantoor van die ondergetekende sowel as die kantore van die Balju, Wynberg.

Geteken te Claremont hierdie 20ste dag van Desember 1994.

De Klerk & Van Gend, Derde Verdieping, Sanclaregebou, Dreyerstraat, Claremont. (Verw. SD920034/S. Duffett/em.)

Case 11456/92

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

In the matter between **Saambou Bank Limited**, Judgment Creditor, and **J. P. Lawrence** and **J. D. Leibrandt**,  
Judgment Debtors

In execution of a judgment of the above Honourable Court and a warrant of execution, the herein above-mentioned property will be sold in execution on Wednesday, 18 January 1995 at 21 Chapp Road, Zeekoevlei, Cape:

Erf 348, Zeekoevlei, measuring 595 (five hundred and ninety-five) square metres, held under Deed of Transfer T31268/1991, also known as 21 Carp Road, Zeekoevlei, Cape.

*Conditions of sale:*

1. The property will be sold to the highest bidder subject to the provisions of the Magistrates' Courts Act, the rules made hereunder and the title deeds relating hereto.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash upon signature of the conditions of sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 20% (twenty per centum) per annum (together with such interest as may be payable on any preferent creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved banker's or building society guarantee to be delivered within 14 days of the sale.

The following improvements are stated but not guaranteed: One single dwelling with brick walls under a zinc roof, three bedrooms, kitchen, lounge, three bathrooms and two toilets.

3. *Conditions:* The full conditions of sale will be read out by the auctioneer immediately prior to the sale and may be inspected at the office of the undersigned as well as the office of the Sheriff Wynberg.

Signed at Claremont this 20th day of December 1994.

De Klerk & Van Gend, Third Floor, Sanclare Building, Dreyer Street, Claremont. (Ref. SD920034/S. Duffett/em.)

Case 19583/94

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Mr Yazeed Soloman Mamoojee**,  
First Execution Debtor, and **Mrs Roeshda Mamoojee**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 31 October 1994, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on Thursday, 9 February 1995 at 10:00:

Erf 37313, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 318 (three hundred and eighteen) square metres, held by Deed of Transfer T4902/91.

*Street address:* 3 Kite Street, Woodlands, Mitchells Plain, Cape.

*Conditions of sale:*

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Three bedrooms, kitchen, lounge, dining-room, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (North).

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone on this 13th day of December 1994

Attorneys for Execution Creditor.

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**NATAL**

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Case 817/94

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

In the matter between **Investec Merchant Bank**, Judgment Creditor, and **Y. Shaikh**, Judgment Debtor

In pursuance of judgment granted on 23 March 1994, against the Judgment Debtor in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 January 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of land being Lot 775, Whetstone, situated in the City of Durban, Administrative District of Natal, in extent 200 (two hundred) square metres.



*Postal address:* 52 Fairstone Road, Whetstone, Phoenix.

*Improvements:* Block under tiled double storey flat consisting of Upstairs: Three bedrooms, toilet and bathroom. Downstairs: Lounge and kitchen, pantry, water and light facilities.

Held by the Defendant in his name under Deed of Grant T3576/93.

Nothing above is guaranteed.

*Terms:* The sale shall be subject to the following terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per centum) per annum calculated and capitalized monthly in advance, to the Execution Creditor at the applicable rate on the respective amounts of the awards to the Execution Creditor in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 28th day of November 1994.

Berkowitz Kinkel Cohen, Wartski Greenberg, c/o Gavin Gow & Co., Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks. [Tel. (031) 561-1011.] (Ref. Colls/CV/I 195.)

#### Case 55392/94

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

In the matter between **Body Corporate of Gardenic**, Plaintiff, and **Troy Lance Timm**, Defendant

In pursuance of a judgment granted on 8 September 1994, in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on Tuesday, 31 January 1995 at 14:00, in front of the Magistrate's Court House, Somtseu Road, Durban, to the highest bidder:

*Description:* A unit consisting of:

(a) Section 1 as shown and more fully described on Sectional Plan SS12/1992 in the scheme known as Gardenic in respect of the land and building or buildings situated at Durban of which section the floor area according to the said sectional plan is 44 (forty-four) 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 ST 12653/1993.

*Postal address:* Flat 1, Gardenic, Botanic Gardens Road, Durban.

*Improvements* (the nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots): A flat consisting of bedroom with built in cupboards, lounge, kitchen with built in units, bathroom/toilet 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 centum) 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 North and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 5th day of December 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.) (Ref. JHH/ml/04/R.001/593.)

#### Case 8244/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Dean Richard Jager**, Defendant

In pursuance of a judgment granted on 2 September 1994, in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 20 January 1995 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

*Description:* A certain piece of land being Lot 78, Everton, situated in the Everton Health Committee Area and in the Port Natal-Ebhodwe Joint Service Area, Administrative District of Natal, in extent 1,0734 hectares.

*Postal address:* 30 Kenelm Road, Everton, Natal.

*Improvements:* 1. Main dwelling, block/thatch, entrance hall, lounge, dining-room, study, scullery, three bedrooms, kitchen, bathroom/w.c. and bathroom/shower/w.c.

2. Flat 1: Double storey, block/thatch, lounge, kitchen, bathroom/w.c. and bedroom.

3. Flat 2: Single storey, block/thatch, lounge, kitchen, bathroom/shower/w.c. and bedroom, the above two flats are attached.

4. Flat 3: Single storey, block/iron, lounge, kitchen, bathroom/w.c. and two bedrooms.

5. Flat 4: Single storey, block/thatch, lounge, kitchen, bathroom/w.c. and bedroom.

6. Gravel driveway, several fenced paddocks, brick/iron outbuilding/stables, detached from all other buildings and fully fenced.

*Town-planning zoning:* Special Residential.

Nothing is guaranteed in the above respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal and at the office of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 5th day of December 1994.

David Gardyne & Partners, Plaintiff's Attorneys, Eight Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL2128.)

**Case 691/92**

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

In the matter between **Allied Bank**, a division of ABSA Bank Ltd, No. 86/04794/06, Plaintiff, and **Prajith Singh**, Defendant

In pursuance of a judgment granted on 22 October 1992, in the Court of the Magistrate Scottburgh 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 Magistrate's Court, front entrance, Scott Street, Scottburgh, on Friday, 20 January 1995 at 10:00:

*Description:* Lot 3, Naidooville, situated in the Development Area of Craigieburn, Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 023 (one thousand and twenty-three) square metres.

*Postal address:* 18 Evans Road, Naidooville Township, Umkomaas.

*Improvements:* One brick and tile house consisting of three bedrooms, toilet, separate bathroom, lounge, dining-room, kitchen (novilon on kitchen floor), carpets in lounge and dining-room.

*Town-planning zone:* Residential.

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 respect set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19% (nineteen per centum) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at 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, Scottburgh, 1 Saville Place, Scottburgh.

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 Occupation Health and Safety Act of 1933. 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; c/o C. J. Moggridge, Surfers Paradise Building, Scott Street, Scottburgh. (Ref. mnr. L. F. Olive.)

Case 22963/94  
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#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited**, Execution Creditor, and **Sthembiso Zephania Ngubane**, First Execution Debtor, and **Thobile Sylvia Ngubane**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 8 July 1994 the immovable property listed hereunder will be sold in execution at 11:00 on 18 January 1995 at the main entrance of the Umlazi Magistrate's Court under the National Flag Post, to the highest bidder:

*Description:* Ownership Unit W504, situated in the Township of Umlazi, District of Umlazi, in extent 813 (eight hundred and thirteen) square metres; held under Deed of Grant G003321/89.

The immovable property is situated at W504, Umlazi.

*Zoning:* Special/Residential.

*Improvements:* Brick under tile dwelling comprising of lounge, kitchen, two bedrooms, bathroom and toilet.

*N.B.:* Nothing guaranteed.

Municipal electricity and water supply: Local Authority.

*Possession:* Vacant possession is not guaranteed; premises are occupied at present.

*Material conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1994, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately after the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Umlazi, old Magistrate Office, Block C, Room 1, old Township Manager Office, Telephone Number 906-9123. (Ref. K. F. Sibiya.)

Dated at Durban on this the 14th day of December 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N4839/94/N90.)

Case 4725/94

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

In the matter between **The Body Corporate of Uniking**, Plaintiff, and **L. M. Makhanya**, First Defendant, and **N. Makhanya**, Second Defendant

In pursuance of a judgment granted on 23 May 1994 in the Magistrate's Court, Pinetown, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 January 1995 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

*Description:* A unit consisting of—

(A) Section 76, as shown and more fully described on Sectional Plan SS51/1984 in the scheme known as Uniking 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 57 (fifty-seven) square metres in extent; and

(B) an undivided share in the common property and held under Certificate of Registered Sectional Title ST15804/1993 (Unit 76).

*Physical address:* Flat 76, Uniking, Kings Road, Pinetown.

*Improvements:* Sectional titled dwelling, two bedrooms, bathroom, toilet, lounge and kitchen (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.



2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

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

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 10063/93

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Bungwana Johannes Sithole**, First Judgment Debtor, and **Thokozile Gladys Sithole**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 17 May 1993 the following immovable property will be sold in execution on Friday, 14 January 1995 at 11:00 at the Sheriff's Sale Room, at 277 Berg Street, Pietermaritzburg, to the highest bidder:

*Property description:* Subdivision 402 of Lot 1683, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and fifty six (556) square metres.

The following information is furnished regarding the property, but is not guaranteed:

*Physical address:* 124 Turnbull Road, Ridgepark, Pietermaritzburg, Natal.

*Improvements:* Single-storey dwelling, brick under tile. Lounge, dining-room, kitchen, three bedrooms, bathroom, 2 w.c. and carport.

*Material condition 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 the Magistrate's Court, 277 Berg Street, P.O. Box 1407, Pietermaritzburg, 3200, and interested parties may contact the Execution Creditor which may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 21st day of November 1994.

C. J. G. Rosettenstein, for Lister & Lister, Attorneys for Judgment Creditor, 11th Floor, United Building, 194 Longmarket Street, Pietermaritzburg, 3201; P.O. Box 144, Pietermaritzburg, 3200. (Ref. Mr Rosettenstein/F5359.)

Case 1671/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Jabulani Milton Msomi**, First Defendant, and **Ntombizodwa Grace Msomi**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi at the Main South entrance to the Umlazi Magistrate's Court, Umlazi, near the National Flag Post, on Friday, 13 January 1995 at 12:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

*The property is described as:* Site L1293, situated in the Township of Umlazi, District of Umlazi, in extent six hundred and fifty-five (655) square metres held under Deed of Grant G004539/89.

*Street address:* Unit L1293 Umlazi Township, Umlazi.

*Improvements:* A plastered brick under tiled roof dwelling comprising two bedrooms, bathroom, kitchen, dining-room and lounge.

*Zoning:* Special residential (nothing guaranteed):

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi at the old Magistrate's Court's Building, Room 101, Section V1030, Umlazi.

Dated at Durban this 18th day of November 1994.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 1793/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Edwin Mandlenkosi Zuke**, Defendant

In pursuance of judgment granted on 21 December 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 18 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 M645, in extent 325 square metres, situated in the Township of Umlazi, represented and described on General Plan BA38/1968, held by virtue of Deed of Grant 1123/52.

*Physical address:* Ownership Unit M645, 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 and w.c. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 17,25% 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 8 December 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13883/26.)

**Case 5570/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bongiwe Phumzile Magwaza**, Defendant

In pursuance of judgment of the above Honourable Court, dated 5 September 1994, a sale in execution will be held on 13 January 1995 at 12:00, at the Main South entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder without reserve:

*Description:* A certain piece of land, being Ownership Unit L117, in extent 325 square metres, situated in the Township of Umlazi, represented and described on General Plan BA23/1972, held by virtue of Deed of Grant G001397/89. Subject to the conditions of title.

*Physical address:* Ownership Unit L117, Umlazi.

The following information is furnished but not guaranteed:

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, dining-room, two bedrooms and bathroom. Municipal electricity, water supply and sanitation. Local authority.

Nothing is guaranteed in respect of such improvements on the property.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi.

Dated at Durban this 8 December 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z28011/26.)

**Case 9153/93**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **R. Whittal**, Defendant

In pursuance of a judgment granted on 3 March 1994, in the Magistrate's Court, Pinetown, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 January 1995 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

*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, Local Authority of Pinetown of which the floor area, according to the said Sectional Plan, is 83 (eighty three) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST10591/92.

*Physical address:* Flat 6, Sunny Birches, Paradise Valley, Pinetown.

*Improvements:* Double storey, sectional title dwelling, two bedrooms, bathroom with separate toilet, kitchen, combined lounge/dining-room, balcony and under cover parking.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's Attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 7th day of December 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 797/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Ahmed Saaber Kajee**, Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Durban, held at Durban and dated 12 April 1994, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Magistrate's Court, Durban North, on Tuesday, 17 January 1995 at 14:00, at the front entrance of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder without reserve:

*Property description:* Subdivision 4 of Lot 258, Durban North, situated in the City of Durban, Administrative District of Natal, in extent 1,484 (one thousand four hundred and eighty-four) square metres.

*Physical and postal address:* 25 Buckleigh Road, Umgeni Heights, Natal.

*Improvements: Main building:* Single-storey dwelling brick under tile, four bedrooms, lounge, dining-room, kitchen (with built-in cupboards), toilet/bathroom with shower and wash-basin.

*Outbuildings:* Double garage with electric doors, servant's quarters/toilet and shower, pool, premises enclosed by concrete wall.

Nothing is guaranteed in respect of the above.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale together with the Sheriff's commission.

3. The balance of the purchase price is payable against transfer to be secured by a bank- or building society guarantee approved by the Execution Creditor's attorneys and to be furnished 21 (twenty-one) days after the date of the sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. The purchaser shall pay the Sheriff's commission calculated at 5% (five per centum) on the first R20 000 (twenty thousand rand) of the purchase price and 3% (three per centum) on the balance of the purchase price.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban, Natal.

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

Johnston Easton-Berry, Execution Creditor's Attorneys, 801 Norwich Life House, 9 Gardiner Street, Durban. (Ref. REB/MJ 03 S005 274.)

Case 5835/94

#### IN THE SUPREME COURT OF SOUTH AFRICA (Durban and Coast Local)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss Veena Devi Bansi**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 1 September 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Inanda Area 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 13 January 1995 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

(a) Section 7 as shown and more fully described on Sectional Plan SS170/1981, in the scheme known as Seaside Court in respect of the land and building or buildings situated at La Mercy Beach, Local Authority Area of Durban of which the floor area, according to the said sectional plan is 70 (seventy) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; which property is physically situated at 7 Seaside Court, 24 South Beach Road, Tongaat, 4400, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST4530/94.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile sectional title unit consisting of lounge, dining-room, two bedrooms, bathroom, toilet and kitchen.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.



*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 24th 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/037874/U072/Mrs Chetty.)

**Case 1389/94**

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mcushwa Elphas Ndlela**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 13 January 1995 at 10:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Site 2111, Imbali II, situated in the Township of Edendale, District of Pietermaritzburg, Natal, in extent 353 (three hundred and fifty-three) square metres, as indicated in Plan 72/1980.

*The following information relating to the property is furnished but not guaranteed in any way:*

- 1. The property is situated at Site 2111, Imbali II, situated in the Township of Edendale, District of Pietermaritzburg, Natal.
- 2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
- 3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 11th day of November 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/myb/45/K0206/B4.)

**Case 8279/94**

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

In the matter between **ABSA Bank Ltd**, trading as Trust Bank, Plaintiff, and **P. V. Williams**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Durban held at Durban in the above-mentioned case, and by virtue of a writ of execution issued thereon, the immovable property listed hereunder will be sold by public auction to the highest bidder at Front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, on 20 January 1995 at 10:00:

*Goods:* 1. Remainder of Lot 28, Forest Hills situated in the Borough of Kloof, consisting of brick under tile dwelling, four bedrooms (mes), bathroom/toilet, toilet, kitchen, scullery, dining-room, two lounges, servants' quarters, double garage, brick driveway/courtyard and fully fenced.

Sales are for cash only. Reserve price: R197 857,43.

Pearce, Lister & Co., Eighth Floor, Fedlife House, 320 Smith Street, Durban.

**Case 1540/94**

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Robert Mfunene Vilakazi**, First Defendant, and **Sibongile Olive Vilakazi**, Second Defendant

In execution of a Judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on 13 January 1995 at 11:00, by the Sheriff of the Supreme Court, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 114 of Lot 1683, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 910 (nine hundred and ten) square metres, held under Deed of Transfer T36598/93.

*The following information relating to the property is furnished but not guaranteed in any way:*

- 1. The property is situated at 6 Webster Place, Westgate, Pietermaritzburg, Natal.
- 2. The property has been improved by the construction thereon of a dwelling with lounge/dining-room, kitchen with ELO & H, three bedrooms, bathroom, a toilet, carport and store-room.
- 3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 30th day of November 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 250.)

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bethwell Shabalala**, Defendant

In pursuance of judgment granted on 22 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 18 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 BB573, in extent 456 square metres, situated in the Township of Umlazi, represented and described on General Plan PB 409/1984; held by virtue of Deed of Grant G4591/86; physical address Ownership Unit BB573, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey maxi brick and tile dwelling (78 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:* Verandah (12 m<sup>2</sup>) and garage (21 m<sup>2</sup>).

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 centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 6th day of December 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17505/26.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **Densil Fews Clothier**, First Execution Debtor

In pursuance of a judgment granted on 8 April 1994 in the Court of the Magistrate, Port Shepstone and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 13 January 1995 at 10:00, outside the Magistrate's Court, Murchison Street, Harding, to the highest bidder:

*Description:* A certain piece of land being:

- (a) Subdivision 5 (of 2) of the Farm Slexel 4558, situated in the Administrative District of Natal, in extent 29,6461 hectares;
- (b) The Farm Clothier 5158, situated in the Administrative District of Natal, in extent 315,0050 hectares;
- (c) Subdivision 1 of the farm Clothier 3, 6852, situated in the Administrative District of Natal, in extent 17,1345 hectares.

*Postal address:* Whitecliffs Farm, 5158 Nqabeni.

*Improvements:* Brick under tile dwelling consisting of: Bathroom, toilet, kitchen with pantry, lounge, dining-room, three bedrooms, three farm sheds with locks.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within 14 (fourteen) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
5. The full conditions may be inspected at the offices of the Sheriff of the Court, Harding or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/008322.)

## Case 126/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Philile Mildred Malinga**, Defendant

In pursuance of a judgment of the Court of the Magistrate of eZakheni and a writ of execution dated 14 October 1994 the undermentioned property will be sold in execution on 17 January 1995 at 15:00, at the Magistrate's Court, eZakheni, namely:

A certain unit 3002, Unit E, eZakheni Township, District of eMnambithi.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 5 Poort Road, Ladysmith.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after the conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 2nd day of December 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S.A. Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle, c/o KwaZulu Finance & Investment Corp., 31 Blou Street, eZakheni Industrial Estate; P.O. Box 780, Ladysmith.

## Case 130/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Khanyisile Gladys Mnikathi**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Ezakheni and a writ of execution dated 14 October 1994, the undermentioned property will be sold in execution on 17 January 1995 at 15:00, at the Magistrate's Court, Ezakheni, namely:

A certain Unit 1028, Unit E, Ezakheni Township, District of Emnambithi.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 5 Poort Road, Ladysmith.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 30th day of November 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle, c/o KwaZulu Finance & Investment Corp., 31 Blou Street, Ezakheni Industrial Estate, P.O. Box 780, Ladysmith.

## Case 142/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mkhumbuzi Shadrack Msibi**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Ezakheni, and a writ of execution dated 14 October 1994, the undermentioned property will be sold in execution on 17 January 1995 at 15:00, at the Magistrate's Court, Ezakheni, namely:

A certain Unit 1135, Unit E, Ezakheni Township, District of Emnambithi.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 5 Poort Road, Ladysmith.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after the conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 30th day of November 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcatle, c/o KwaZulu Finance & Investment Corp., 31 Blou Street, Ezakheni Industrial Estate, P.O. Box 780, Ladysmith.

## Case 131/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bongani Elliffe Kunene**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Ezakheni and a writ of execution dated 14 October 1994, the undermentioned property will be sold in execution on 17 January 1995 at 15:00, at the Magistrate's Court, Ezakheni, namely:

A certain Unit 291, Unit D, Ezakheni Township, District of Emnambithi.



The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 5 Poort Road, Ladysmith.

*The conditions are mainly the following:*

- (1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 2nd day of December 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle, c/o KwaZulu Finance & Investment Corp., 31 Blou Street, Ezakheni Industrial Estate, P.O. Box 780, Ladysmith.

**Case 3363/94**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mark Cyril Trollip**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Tuesday, 8 November 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg on the steps of her office on Friday, 13 January 1995 at 10:30, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Lot 1321, Hilton, situated in the Hilton Town Board Area, Administrative District of Natal, in extent two thousand six hundred and sixteen (2 616) square metres, which property is physically situated at 16 Groenekloof Road, Hilton, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T31608/89.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile, consisting of a lounge, dining-room, three bedrooms, kitchen, bathroom and toilet and another bathroom, toilet and shower. There is an outbuilding consisting of carport, staff room, a maid's room with toilet and a laundry.

*Zoning:* The property is zoned for special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:*

The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days of sale.

Dated at Pietermaritzburg on this 15th day of November 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

**Case 64679/92**

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

In the matter between **Body Corporate of Gillyn**, Execution Creditor, and **Mrs Q. M. Ngema**, Execution Debtor

In pursuance of a judgment granted on 28 January 1993, in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 19 January 1995 at 14:00, in front of the Magistrate's Court, Sontseu Road Entrance, Durban:

*Description:* Section 30 as shown and more fully described on Sectional Plan 349/1984, in the building or buildings known as Gillyn situated at Durban of which the floor area, according to the said sectional plan is 64 square metres 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 under Deed of Transfer ST2066/92.

*Street address:* Flat 47, Gillyn, 6 McArthur Street, Durban.

*Improvements:* One unit comprising lounge, bedroom, kitchen with floor cabinets, bath, toilet and basin, balcony, d.c. water and lights.

*Zoning:* Special residential (nothing is guaranteed):

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder:

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 21,75% (twenty-one comma seven-five per cent) per annum to the bondholder, ABSA Bank Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 18th day of November 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr W. J. Broome.)

**Case 920/94**

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

In the matter between **Kisten Moodley**, Plaintiff, and **Ebrahim Moosa Desai**, Defendant

In pursuance of a judgment on 3 May 1994, in the Supreme Court of South Africa (Natal Provincial Division) and under warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 12 January 1995 at 10:00, at the front of the Magistrate's Court, 2 Court House Road, Port Shepstone:

*Description:*

1. Lot 877, Port Shepstone, situated in the Borough of Port Shepstone and in the southern Natal Joint Services Board Area, Administrative District of Natal (known as 2 Gannet Grove, Albertsville), in extent four thousand six hundred and twenty-six (4 626) square metres, held under Deed of Transfer T24276/86, dated 27 November 1986. The property is unimproved.

2. Lot 878, Port Shepstone, situated in the Borough of Port Shepstone and in the southern Natal Joint Services Board Area, Administrative District of Natal (known as 72 Albersville Road, Albersville), in extent four thousand eight hundred and five (4 805) square metres, held under Deed of Transfer T24276/86 dated 27 November 1986.

The property is improved in that it has constructed thereon:

Dwelling under brick and asbestos roof consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms and toilet.

*Outbuildings:* Brick and castiron gate.

3. Remainder of Lot 933, Port Shepstone, situated in the Borough of Port Shepstone and in the southern Natal Joint Services Board Area, Administrative District of Natal (known as 19 Sugar Mill Road, Lower Albersville), in extent nine thousand one hundred and eighty-one (9 181) square metres, held under Deed of Transfer T5470/65 dated 3 May 1965. The property is unimproved.

4. Lot 1114, Port Shepstone (Extension 2), situated in the Borough of Port Shepstone and in the southern Natal Joint Services Board Areas, Administrative District of Natal (known as Albersville Road), in extent one thousand and twenty-nine (1 029) square metres, held under Deed of Transfer T11069/75 dated 22 July 1975.

The property is improved in that it has constructed thereon:

Dwelling under brick and tile, double garage, four bedrooms, two full bathrooms, lounge, dining-room, kitchen and laundry.

*Basement:* Flatlet consisting of two bedrooms, two bathrooms, open plan lounge, kitchen and dining-room and store-room.

5. Subdivision 53 (of 21) of the farm Umbango, 3978, situated in the Marburg Town Board Area, and in the southern Natal Joint Services Board Area, Administrative District of Natal (known as Torwood Crescent, Marburg), in extent one thousand two hundred and sixty-nine and (1 269) square metres, held under Deed of Transfer T16066/90 dated 21 June 1990.

The property is improved in that it has constructed thereon: Dwelling under brick and tile, three bedrooms, lounge, dining-room, kitchen, bathroom, toilet with verandah, under cover parking under asbestos.

6. Remainder of Lot 34, Marburg Settlement 5435, situated in the Marburg Town Board Area and in the southern Natal Joint Services Board Area, Administrative District of Natal (known as Ferndale Road, Marburg), in extent three comma three nine nought six (3,3906) hectares, held under Deed of Transfer T9320/84 dated 16 April 1994. The property is unimproved.

7. Remainder of Subdivision 71 (of 26) of the farm Lions Grove 12860, situated in the Marburg Town Board Area, and in the southern Natal Joint Services Board Area, Administrative District of Natal (known as Brighton Road, Lions Grove, Marburg), in extent one thousand one hundred and fifty-six (1 156) square metres, held under Deed of Transfer T9227/1982, dated 7 May 1982.

The property is unimproved.

The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the 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 cent) 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 effected by the attorneys for the Plaintiff, Grober & Seethal, 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 Supreme Court, 17 Riverview Road, Sunwichtown, District of Port Shepstone (Tel. 0391-83303.)

Dated at Port Shepstone on the 21st day of November 1994.

Grobler & Seethal, Attorneys for Plaintiff, The Chambers, 68 Escombe Street; P.O. Box 73, Port Shepstone. (Tel. 0391-22403.) (Ref. Mrs Trent/08M477217.)

**Case 3652/94**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fanyana Livingstone Qwane**, Defendant

In terms of a judgment of the above Honourable Court dated 17 June 1994, a sale in execution will be held on 18 January 1995 at 10:00, at Office 2, Adams Building, Osborn Road, Eshowe, to the highest bidder without reserve:

Ownership Unit 315, in the Township of Sundumbili-B, District County of Zululand in extent of 322 square metres, represented and described on General Plan BA 162/1974 held under Deed of Grant G2550/86, signed at Pretoria on 30 August 1985.

Subject to the conditions of title.

*Physical address:* B315 Sundumbili.

The following information is furnished but not guaranteed: Two bedrooms, bathroom and toilet, kitchen and lounge.

(The nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Eshowe.

Dated at Durban this 25th day of November 1994.

Strauss Daly Inc., Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z25908/OE.)

**Case 1191/92**

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Simon Bhukumuzi Sindane**, Defendant

In pursuance of a judgment granted on 4 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 18 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 AA898, in extent 433 square metres, situated in the Township of Umlazi, represented and described on General Plan PB339/1979, held by virtue of Deed of Grant G3434/86.

*Physical address:* Ownership Unit AA898, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey maxi brick and asbestos dwelling (17 m<sup>2</sup>) comprising of kitchen, lounge, two bedrooms and bathroom, municipal electricity, water, supply and sanitation, local authority.

*Improvements:* Fencing, driveway.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 6th day of December 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z06180/26.)



Case 29373/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Alistair Albers**, First Execution Debtor, and **Mrs Martha Catharina Elizabeth Albers**, Second Execution Debtor

In pursuance of judgment granted on 15 July 1994, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 26 January 1995 at 14:00, of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

*Description:* A certain piece of land being: Subdivision 5 of Lot 106, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres.

*Postal address:* 11 Ballarat Road, Sea View, 4094.

*Improvements:* Brick under tile dwelling consisting of lounge, dining-room, two bedrooms, kitchen, bathroom/toilet, pantry, bedroom, shower/toilet, double garage, servant's room/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, Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 24th 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/045/033644/Mrs Chetty.)

Case 6836/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Jeanette Helen Noel-Barham**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Court House Road, Port Shepstone, on Friday, 13 January 1995 at 11:00:

*Description:* Lot 456, Port Edward Extension 2, situated in the Port Edward Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one thousand and forty-five (1 045) square metres, held under Deed of Transfer T14819/84.

*Physical address:* Lot 456, 18th Avenue, Port Edward, Natal.

*Zoning:* Special residential. The property consists of the following: Brick and asbestos dwelling comprising three bedrooms, bathroom, toilet, lounge/dining-room, pantry, kitchen, double garage with toilet, shower and basin. The servants' quarters comprise room, bathroom, toilet and small kitchen.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 30th day of November 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S7781/mvr.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Barge Import Export Investments (Pty) Ltd**, Defendant

In pursuance of a judgment granted on 21 January 1991, in the Magistrate's Court, Pinetown, and under a warrant of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 20 January 1995 on 20:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

*Description:* Remainder of Subdivision 139 of the farm Upper End Lange Fontein 980, situated in the Development Area of Waterfall, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 2,4329 hectares, held by Deed of Transfer T6340/90.

*Physical address:* 139 Inanda Road, Waterfall.

*Improvements:* Main building: Single storey, brick dwelling under tile, three bedrooms, bathroom, kitchen, combined lounge/dining-room and lobby.

*Flatlet:* Single-storey, brick dwelling under tile attached to the main building, two bedrooms, bathroom, kitchen and combined lounge/dining-room.

*Detached outbuildings:* Three garages and store-room (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 30th day of November 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Lex Mona Vundla**, Defendant

In pursuance of judgment granted on 25 November 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 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 Erf 3805, in extent 1 405 square metres, situated in the Township of Clermont, held by Virtue of Deed of Transfer T5896/74.

*Physical address:* 992 North Road, Clermont.

The property has been improved by the erection of a building thereon, consisting of a dwelling-house/shop, comprising of a double-storey block and asbestos dwelling, first floor 75,23 m<sup>2</sup> (house).

*Ground floor:* 220,49 m<sup>2</sup> and basement 220,49 m<sup>2</sup> comprising of kitchen, dining-room, two bedrooms, bathroom and three w.c.'s. Municipal electricity, water supply and sanitation, local authority.

*Improvements:* Garage, awning, fencing-wiremesh, retaining walls and balustrades.

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 23% (twenty-three 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 18th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z04295/26.)

Case 2179/94

## IN THE SUPREME COURT OF SOUTH AFRICA

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mandlenkosi John Dlamini**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 13 January 1995 at 10:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 3299, Unit DD, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent of 308 (three hundred and eight) square metres, represented and described on Deed of Grant 14368.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 3299 Unit DD, in the Township of Edendale, District of Pietermaritzburg, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
2. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the Offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 10th day of November 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/myb/45/K0234/B4.)

Case 3081/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mfamfikile Willie Ngcobo**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 13 January 1995 at 10:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Site 1134, Imbali III, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent 331 (three hundred and thirty-one) square metres, held by Deed of Grant 8395.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Site 1134, Imbali III, in the Township of Edendale, District of Pietermaritzburg, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 9th day of November 1994.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritz Street. (Ref. RNS/myb/42/K0111/94.)

Case 2925/94

## 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 **Everson Vusumuzi Mavundla**, First Execution Debtor, and **Philiwe Sizeni Mazvundla**, Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 30 September 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:

Remainder of Subdivision 22 (of 21) of Lot 34, Marburg Settlement 5435, situated in the Marburg Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 381 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Rosalyn Avenue, Marburg.

Upon the property is a double storey dwelling under brick and tile consisting of:

*Top section main:* Lounge, dining-room, kitchen, three bedrooms, two bathrooms and veranda.

*Basement:* Flatlet divided into two sections, one consisting of two bedrooms, kitchen, toilet and basin washing place and the other two rooms only.

*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 14th day of November 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 50 Bisset Street, Port Shepstone.



IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Hannes Erasmus**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 9 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on 13 January 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit, 62 Caversham Road, Pinetown, namely:

Lot 1685, Pinetown, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand seven hundred and thirty-four (1 734) square metres, which property is physically situated at 35 Manor Road, Pinetown, 3620, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T31992/88.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, staff-room consisting of toilet/shower, laundry, single garage and swimming-pool.

*Zoning:* The property is zoned for Special Residential 1 purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 4th 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/A267/030302/Mrs Chetty.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Clive Barry Gelderblom**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 3 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on 13 January 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, namely:

Lot 3797, Pinetown Extension 35, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 181 (one thousand one hundred and eighty-one) square metres, which property is physically situated at 22 Argyll Road, Pinetown, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T25027/92.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom/toilet and garage.

*Zoning:* The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 7th 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/045/016712/Mrs Chetty.)

Case 49493/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mrs Sarojini Naidoo**, Execution Debtor

In pursuance of judgment granted on 29 August 1994 in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 19 January 1995 at 14:00, in front of the Magistrate's Court-house, Somtsue Road, Durban, to the highest bidder:

*Description:* A certain immovable sectional title unit being:

(a) Section 8, as shown and more fully described on Sectional Plan SS204/1988, in the scheme known as Frenoleen, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan is 99 (ninety-nine) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan.

*Postal address:* 26 Frenoleen, Point Road, Durban, 4001.

*Improvements:* Sectional title unit consisting of lounge, dining-room, kitchen, bathroom/w.c., two and a half bedrooms.

*Town-planning:* Zoning: Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per 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 28th day of October 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U177/036776/Mrs Chelin.)

Case 9406/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Tahir Rassool**, First Execution Debtor, and **Mrs Ayesha Bee Rassool**, Second Execution Debtor

In pursuance of judgment granted on 9 August 1984, 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, Somtsue Road, Durban, to the highest bidder:

*Description:* A certain immovable unit being:

(a) Section 58, as shown and more fully described on Sectional Plan 53/87 in the scheme known as Nordic/Broadway in respect of the land and building or buildings situated at Durban of which the floor area, according to the said sectional plan is 80 square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan.

*Postal address:* 54 Nordic/Broadway, Broad Street, Durban, 4001.

*Improvements:* Sectional title unit consisting of entrance hall, lounge, bedroom, kitchen, bathroom and 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 31st day of October 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U016/035174/Mrs Chelin.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Nundcoomar Maharaj**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 4 May 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 13 January 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, namely:

Subdivision 1 of Lot 177, Reservoir Hills Township, situated in the City and County of Durban, Province of Natal, in extent nine hundred and thirty-two (932) square metres of which property is physically situated at 14 Winchester Drive, Reservoir Hills, 4091, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T6194/1981.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, scullery, prayer room, store-room, five bedrooms, three bathrooms/toilet, two showers/toilets and toilet. *Outbuildings:* Two garages and pool.

*Zoning:* The property is zoned for Special Residential 900 purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 27th day of October 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/031327/Mrs Chelin.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **S. D. Elmira**, Defendant

In pursuance of a judgment granted on 14 April 1994, in the Magistrate's Court, Pinetown, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 January 1995 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

*Description:*

A unit consisting of:

(a) Section 35, as shown and more fully described on Sectional Plan SS230/1983, in the scheme known as Ebor Heights, in respect of the land and building or buildings situated at Pinetown, in the Local Authority Area of Pinetown 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.

Held by Deed of Transfer ST2302/93.

*Physical address:* Flat 38, Ebor Heights, Bamboo Lane, Pinetown.

*Improvements:* Sectional title dwelling—three bedrooms, bathroom en suite, separate toilet, bathroom, combined lounge/dining-room, kitchen, entrance hall, balcony—undercover parking-bay.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff Pinetown or at the offices of Dickinson & Theunissen.

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

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.



Case 11511/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kit Rhynes**, Defendant

In pursuance of a judgment of the above Honourable Court dated 7 January 1994, a sale in execution will be held on 20 January 1995 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown, when the following property will be sold by the Sheriff of the Magistrate's Court, to the highest bidder:

Lot 87, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent one thousand five hundred and seventy-four (1 574) square metres, with the postal and street address of 7 Reed Place, Northdene.

*Improvements* (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick and tile/iron roof dwelling comprising entrance hall, four bedrooms, lounge, kitchen, family room, garage, dining-room, study, two toilets and bathroom and servant's quarters.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 21st day of December 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/3389/93.)

Case 310/94

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

In the matter between **First National Bank, Scottburgh**, Execution Creditor, *versus* **A. N. Jackson**, Execution Debtor

In pursuance of a judgment granted on 25 April 1994 in the Magistrate's Court, Umzinto, and under a writ of execution issued thereafter dated 11 May 1994, the immovable property listed hereunder will be sold in execution on 20 January 1995 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

*Description:* A certain piece of land being Lot 776, Pennington, situated in the Pennington Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 012 square metres. The property is held under Deed of Transfer T1731/1988.

*Postal address:* 23 Sardine Road, Pennington, 4184.

*Improvements:* Brick and plaster under tile roof split level dwelling consisting of lower level one brick tiles verandah glazed tiled steps leading to front entrance, open plan dining-room, lounge, kitchen combined, scullery, three bedrooms, one and a half bathrooms, cement staircase leading to upper level consisting of sunroom and balcony with sea views.

*Outbuildings:* Outbuilding with incomplete swimming-pool.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Scottburgh, within 14 days after the date of the sale.
3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current and/or arrear levies/rates and/or VAT and other necessary charges to effect transfer upon request by the said attorneys.
4. The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of the sale to date of transfer.

The full conditions may be inspected at the offices of the Sheriff, 1 Saville Place, Scottburgh, or at the offices C. J. Moggridge, Scottburgh.

Dated at Scottburgh this 14th day of December 1994.

C. J. Moggridge, Attorney for Judgment Creditor, Suite 3, Surfer's Paradise Buildings, 145 Scott Street, Scottburgh, 4180. (Ref. Mr Murugan.)

## ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 9573/94

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

In die saak tussen **Eerste Nasionale Bank van SA Bepark**, Eksekusieskuldeiser, en **P. P. Metsing**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 22 November 1994, in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 20 Januarie 1995 om 11:00, te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

**Sekere:** Erf 7421, De Wetstraat 51, Dagbreek, Welkom, groot 833 (agthonderd drie-en-dertig) vierkante meter, geleë te stad Welkom, distrik Welkom, gehou kragtens Akte van Transport T11395/93 en onderhewig aan sekere serwitute.

**Verbeterings:** Woonhuis met gewone buitegeboue, drie slaapkamers, sitkamer, kombuis en badkamer.

**Buitegeboue:** Enkelmotorhuis en bediendekamer.

**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 onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 14,75% (veertien komma sewe vyf persent) per jaar vanaf 20 Januarie 1995 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 13de dag van Desember 1994.

M. J. Rossouw, vir Rossouw & Vennote, Prokureur vir Eiser, Derde Verdieping, Unitedgebou, Rykstraat, Posbus 455, Welkom, 9460.

Saak 19421/93

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

In die saak tussen **Saambou Bank**, Eiser, en **Chalcor BK**, Eerste Verweerder, en **Ming Ray Hwa**, Tweede Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 8 Desember 1993, en lasbrief van eksekusie gedateer 25 Augustus 1994, sal die volgende eiendom in eksekusie verkoop word op 13 Januarie 1995 om 10:00, te Peetlaan-ingang van die Landdroskantoor, Bloemfontein, te wete:

**Sekere** 18758, Bloemfontein-uitbreiding 126, geleë in die stad en distrik Bloemfontein, groot 1 324 vierkante meter, gehou Akte van Transport T11761/90.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Barnesstraat 5, Westdene, Bloemfontein en/of by die Eksekusieskuldeiser se prokureur, p.a. Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 8ste dag van Desember 1994.

J. J. van Zyl, vir Honey & Vennote, Prokureurs vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Case 3289/94

### IN THE SUPREME COURT OF SOUTH AFRICA (Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Thaba David Maseme**, Identity Nu 5210100103904, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

"Erf 4114, geleë in die dorp Heidedal-uitbreiding 10, distrik Bloemfontein, groot 302 (driehonderd en twee) vierkante meter, gehou kragtens Transportakte T20607/1992, onderworpe aan sekere voorwaardes; en

spesiaal onderworpe aan die voorbehoud van minerale regte en 'n terugvallingsreg."

Consisting of lounge, kitchen, two bedrooms, bathroom/toilet, garage, wire fencing and tile roof.

*Terms:* 10% (ten per centum) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 or part thereof, 3% (three per centum) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honibal (NS590A), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

**Saak 8560/94**

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

In die saak tussen **Saambou Bank**, Eksekusieskuldeiser, en **N. F. du Preez**, Eksekusieskuldenaar

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 17 Junie 1994 en 'n lasbrief vir eksekusie uitgereik teen verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes as wat ten tye van die verkoping voorgelees word deur die Balju, Bloemfontein-Wes, te die perseel geleë te die Landdroskantore, Bloemfontein (Peetlaan-ingang), op Vrydag, 20 Januarie 1995 om 10:00, naamlik:

*Sekere Deel 10*, soos getoon en volledig beskryf op Deelplan SS19/1986 in die skema bekend as Summer Crest ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, groot 106 (eenhonderd en ses) vierkante meter, gehou kragtens Akte van Deelverband SB3104/94 (onderworpe aan alle terme en voorwaardes daarin uiteengesit).

*Terme:* Die koper sal onmiddellik na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde aan die geregsbode van die Hof betaal, in kontant, en sal sekuriteit stel vir die balans van die koopsom deur die verskaffing van 'n aanvaarbare bank- of bouverenigingwaarborg binne 'n periode van veertien (14) dae na afloop van die veiling.

*Voorwaardes:* Volle verkoopvoorwaardes lê ter insae ten kantore van die Geregsbode van die Hof en te E. G. Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein hierdie 7de dag van November 1994.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein. [Tel. (051) 37-3374/8.]

**Case 3349/94**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Serame Strydom Mohome**, Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 13 January 1995 at 10:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the defendant to wit:

Certain Erf 16666, Mangaung, District of Bloemfontein, held by the Defendant in terms of Deed of Transfer TL3643/92 with improvements thereon.

*Terms:* The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

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

*Conditions:* The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 17th day of November 1994.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

**Case 21216/94**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mosalanyana Justinus Matsoso**, First Defendant, and **Annie Nonto Matsoso**, Second Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Bain Street, Sasolburg, on Friday, 2 February 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff Sasolburg, Room 18, Trust Bank Building, Fichardt Square, Sasolburg, and will be read out prior to the sale.

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

*Property:* Site 6480, situated in the Township of Zamdela, District of Parys.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT/1960.)



Case 13970/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tseko Petrus Mahasane**, First Defendant, and **Moliehi Jemina Mahasane**, Second Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Bain Street, Sasolburg, on Friday, 27 January 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff Sasolburg, Trust Bank Chambers, Fichardt Street, Sasolburg, and will be read out prior to the sale.

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

*Property:* Site 6524, situated in the Township of Zamdela, District of Parys.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1736.)

Case 3795/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Buti Simon Ntobela**, Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 13 January 1995 at 10:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Erf 15690, Manguang, District of Bloemfontein, held by the Defendant in terms of Deed of Transfer TL11477/92 with improvements thereon.

*Terms:* The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

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

*Conditions:* The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 6th day of December 1994.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Case 3101/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Marumo Abram Marumo**, First Defendant, and **Manana Mittah Marumo**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 29 April 1994 and a warrant of execution, the following property will be sold in execution without reserve, subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 20 January 1995 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 19363, situated in the Township of Thabong, District of Welkom, measuring 309 (three hundred and nine) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL5059/1990, known as 19363 Thabong, District of Welkom.

*Improvements:* Residential property with lounge, dining-room, two bedrooms, bathroom and toilet (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 20th day of December 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN150.)

Saak 1291/91

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

In die saak tussen **Piet Letsie**, Eiser, en **Daniël Mahlatsi**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 11 Desember 1992, en 'n lasbrief in bogemelde Agbare Hof, gedateer 15 Januarie 1993, die ondergemelde eiendom op Woensdag, 1 Februarie 1995 om 09:00, by die Balju se kantore te Presidentstraat, Bothaville, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees word:

Die reg, belang en titel in sekere perseel geleë te Seitsirostraat 45, Kgotsong, distrik Bothaville.

*Verbeterings:* Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Presidentstraat, Bothaville, asook Eiser se prokureurs en bepaal 10% (tien persent) kontant deposito en balans binne een-en-twintig (21) dae.

Geteken te Bothaville op hierdie 8ste dag van Desember 1994.

P. S. Venter & Kie, Eiser se Prokureurs, Bothastraat 22, Posbus 827, Bothaville. [Tel. (0565) 2855.]

Saak 71/92

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

In die saak tussen **Latgro**, Eiser, en **Jonas Lengola**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 2 Maart 1992, en 'n lasbrief in bogemelde Agbare Hof, gedateer 12 September 1994, die ondergemelde eiendom op Woensdag, 1 Februarie 1995 om 09:00, by die Balju se kantore te Presidentstraat, Bothaville, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees word:

Die reg, belang en titel in sekere perseel geleë te Perseel 1321, Kgotsong, Bothaville.

*Verbeterings:* Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Presidentstraat, Bothaville, asook Eiser se prokureurs en bepaal 10% (tien persent) kontant deposito en balans binne een-en-twintig (21) dae.

Geteken te Bothaville op hierdie 8ste dag van Desember 1994.

P. S. Venter & Kie, Eiser se Prokureurs, Bothastraat 22, Posbus 827, Bothaville. [Tel. (0565) 2855.]

## PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

### TRANSVAAL

Saak 16135/91

## PUBLIEKE VEILING INGEVOLGE ARTIKEL 47 VAN DIE BOEDELWET, No. 66 VAN 1965, SOOS GEWYSIG

In die boedel van wyle **Jan Jaars**

In opdrag van die Eksekuteur, Anna Jaars, en ingevolge artikel 47 van die Boedelwet, No. 66 van 1965, soos gewysig, sal 'n verkoping in bogemelde boedel deur die Balju van die Landdroshof, Nigel, gehou word by die hoofingang van die Landdroskantoor, Kerkstraat, Nigel, op Vrydag, 10 Februarie 1995 om 09:00, van die ondervermelde eiendom van bogemelde boedel, op die voorwaardes wat deur die afslaer gelees sal word ten tyde van die verkoping en welke voorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, voor die verkoping ter insae sal lê:

Sekere Erf 49, geleë in die dorpsgebied Alrapark, Registrasieafdeling IR, Transvaal, groot 339 (drie drie nege) vierkante meter, beter bekend as Prunelaan 7, Alrapark, Nigel, gehou onder Gekonsolideerde Titel T13932/91.

Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee kan word nie: Steengebou met sinkdak, bestaande uit kombuis, sit-/eetkamer, twee slaapkamers en badkamer.

*Terme:* Tien persent (10%) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport.

Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae na datum van verkoping aan die Balju verskaf word.

Aldus gedoen en geteken te Nigel op hierdie 6de dag van Desember 1994.

L. Etsebeth, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Plesamgebou, Tweede Laan, Nigel. (Verw. mev. G. E. Lyell.)

**VERED - PUBLIC AUCTION MOTOR VEHICLES**

**D & A Vervoer CC**, in liquidation, Master's Reference T3418/94 and **C & C Kontrakteurs (Pty) Limited**, in liquidation, Master's Reference T3938/94, insolvent estate **B. J. Badenhorst**, trading as B. J. Badenhorst Vervoer, Master's Reference T3229/94

Instructed by the secured creditors, liquidators and trustees in the above matters we will sell by public auction the following: 1989 Hino 55,330 T/T, 1992 Man 19.362 T/T, 1988 Nissan CW 55 T/T, 1990 Hino FG 14.177 T/T, 1993 Nissan CM 16 T/T, 1985 BMW 323i.

*Conditions:* Without reserve.

*Terms:* Cash or bank-certified cheque only. VAT will be added to all sales (R2 000,00 to be lodged on registration, refundable if no purchase is made).

*Date of sale:* Tuesday, 17 January 1995 at 10:30, at Nedcor Repossession Centre, 221 Main Road, Martindale, Johannesburg.

For further information and to view please phone the auctioneers: Vered. [Tel. (011) 646-5432.] [Fax. (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

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**NATAL**

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**PROPERTY MART SALES**

Duly instructed by Michael Terence East the liquidator of **Curmot Properties (Pty) Ltd**, in liquidation, Master's Ref. C1162/93, we shall sell:

Two Remaining sectional title units, number 16 and 18, both three bedroom apartments, in the development Summer Rocks. Plus 197 unsold timeshare weeks - these include prime Easter and Christmas weeks - in eight other apartments. The total complex comprises two separate blocks each of 15 units and the balance of these are fully sold. Being situated on the rocks of Uvongo on Lot 197, Burrough of Uvongo, Lower South Coast Regional Water Services Area, Natal. Sectional Title Register SS315/86.

The sale is totally without reserve. The highest accepted bidder will be the purchaser.

Sale takes place on the spot on Wednesday, 4 January 1995 at 12:00.

*Terms:* 15% (fifteen per cent) deposit at the fall of the hammer, balance within 30 days from date of sale by means of a bank or building society guarantee.

*Auctioneers:* Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215, a/h: (011) 462-3731, A. W. Hartard.]

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**ORANGE FREE STATE  
ORANJE-VRYSTAAT**

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**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Fauresmith op 20 Januarie 1995 om 10:00 voor die Landdroskantoor te Luckhoff die ondergemelde eiendomme by publieke veiling verkoop:—

1. Die restant van onderverdeling 1 van die plaas AANDENKING 769, distrik Fauresmith

GROOT: 528,9080 hektaar

Eiendom (1) Blykens Akte van Transport T5790/1986

2. Die plaas NANTES 1191, distrik Fauresmith

GROOT: 2141,9928 hektaar

Eiendom (2) Blykens Sertifikaat van Verenigde Titel T1143/1989

3. Onderverdeling 1 (HILARITAS) van die plaas LEEUWFontein 95, distrik Fauresmith

GROOT: 831,4688 hektaar

Eiendom (3) Blykens Akte van Transport T5790/1986

in die naam van **ANDREW GERHARDUS PIENAAR**

Ligging van hierdie eiendomme:—

27 km wes van Fauresmith

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (2): Arbeidershuis.



*Eiendom (3):* Woonhuis, 5 motorhuise, 4 buitekamers, skeerskuur en 4 arbeidershuise.

*Eiendomme (1) tot (3):* Boorgate, 4 sinkdamme en 8 sementdamme. Veakerend omhein en verdeel in kampe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAH 04156 01G 02G 04G (REGTE)

02G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 21 Desember 1994.

# 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—

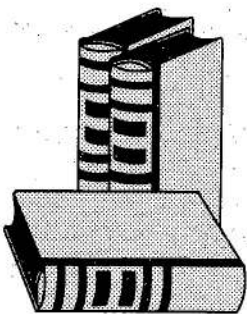
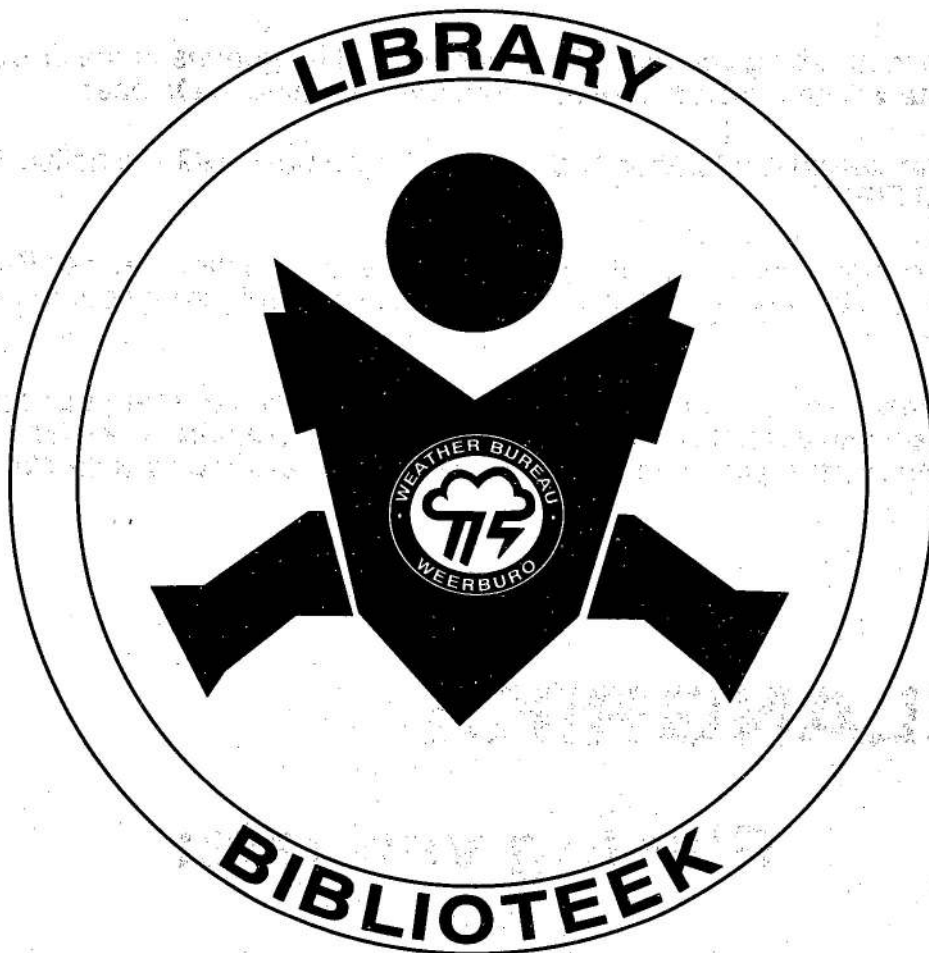
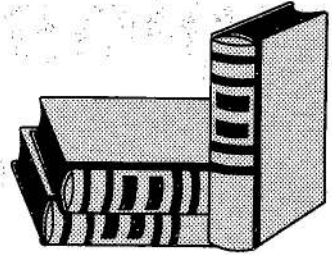
# BELANGRIK!!

## 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 kople met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

*Where is the largest amount of meteorological information in the whole of South Africa available?*



*Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?*

Department of Environmental Affairs and Tourism  
Departement van Omgewingsake en Toerisme

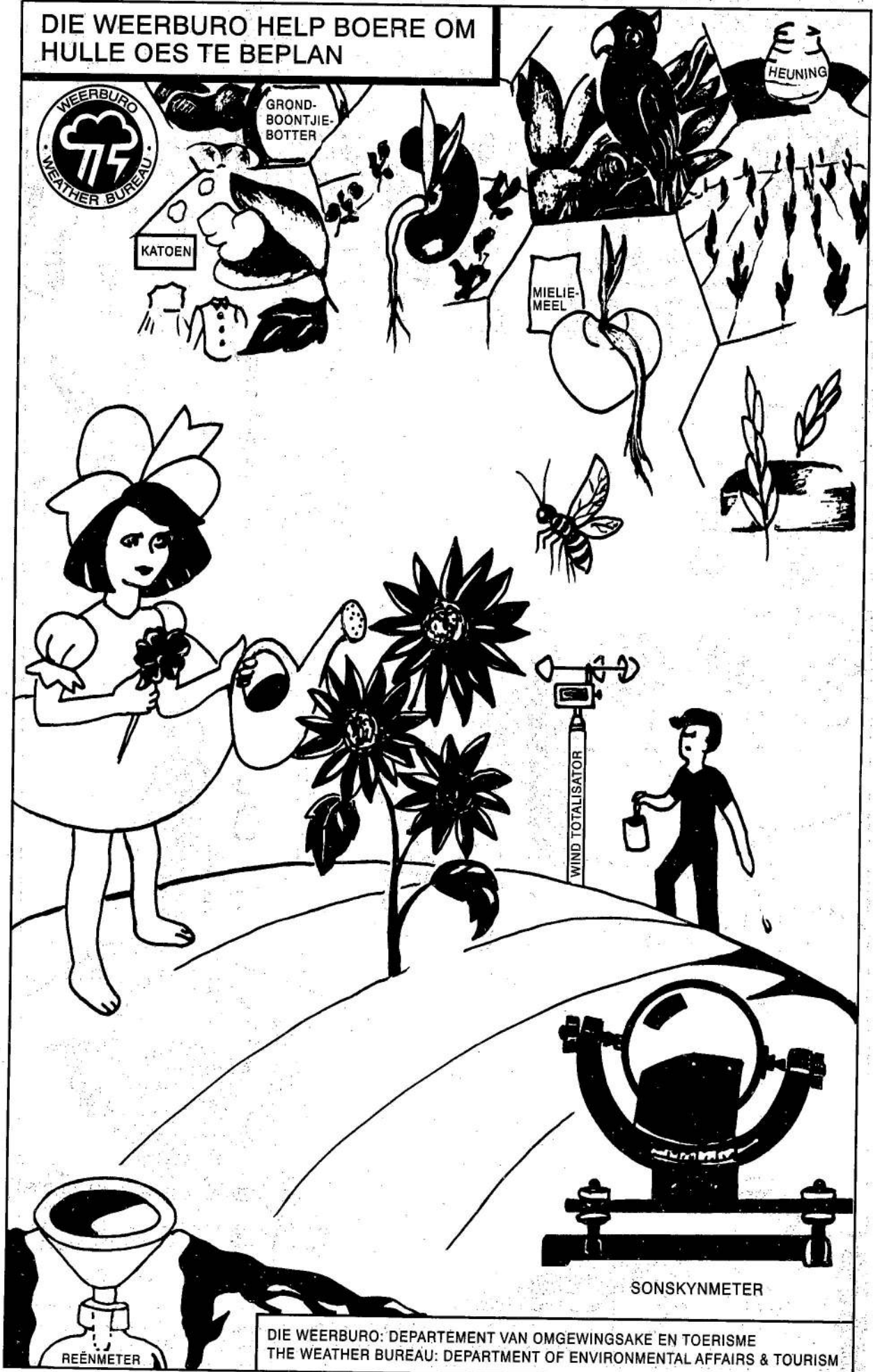


# THE WEATHER BUREAU HELPS FARMERS TO PLAN THEIR CROP



THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS & TOURISM  
DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSAAKE EN TOERISME

# DIE WEERBURO HELP BOERE OM HULLE OES TE BEPLAN



DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME  
THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS & TOURISM







DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSKE EN TOERISME

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