

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 355

PRETORIA, 13 JANUARY 1995  
JANUARIE

No. 16213

## *LEGAL NOTICES*

## *WETLIKE KENNISGEWINGS*

**B**

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

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

**LIST OF FIXED TARIFF RATES**

*Rate per  
insertion*

***Standardised notices***

R

<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

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

## CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

### SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

### APPROVAL OF NOTICES

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

### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

### LIABILITY OF ADVERTISER

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

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

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

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

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

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

### GOEDKEURING VAN KENNISGEWINGS

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

### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

### AANSPREEKLIKHEID VAN ADVERTEERDER

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

## COPY

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

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

- (1) The kind of notice.

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

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

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

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

## PAYMENT OF COST

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

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

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

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

## KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

## BETALING VAN KOSTE

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

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

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

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



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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

**Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.**

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

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

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

**PROOF OF PUBLICATION**

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

**BEWYS VAN PUBLIKASIE**

15. Eksempare 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.

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

## TRANSVAAL

Saak 3930/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mkhulu Daniel Zwane**, Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 8 Desember 1994 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar, op 1 Februarie 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregteelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju, voor die verkoping.

Erf 8798, Uitbreiding 12, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

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

Groot: 250 (twee vyf nul) vierkante meters.

Geteken te Secunda op hede hierdie 23ste dag van Desember 1994.

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

Case 1357/94

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

In the matter between **NBS Bank Limited** (87/01384/06), Plaintiff, and  
**N. L. Mofokeng**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 11 August 1994 and subsequent warrant of execution the following property will be sold in execution on 3 February 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 8342, Duduza, Nigel.

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

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this the 29th day of November 1994.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N1023.)

Case 1260/94

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

In the matter between **NBS Bank Limited** (87/01384/06), Plaintiff, and **P. J. Ntuli**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 1 August 1994 and subsequent warrant of execution the following property will be sold in execution on 3 February 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 8117, Duduza, Nigel.

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

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this the 29th day of November 1994.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N1008.)

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

In the matter between **NBS Bank Limited** (87/01384/06), Plaintiff, and  
**K. H. Kleinveldt**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 22 April 1992 and subsequent warrant of execution the following property will be sold in execution on 17 February 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 283 (Ribbok Avenue 41) Alra Park, Nigel.

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

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

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

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N640.)

Case 424/92

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **T. H. Skosana**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 30 April 1994 and subsequent warrant of execution, the following property will be sold in execution on 10 February 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 8085, Duduza, Nigel.

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

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

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

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr van Huyssteen/SSG/N604.)

Saak 8043/94

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **Baduni Harold Mahlangu**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vanderbijlpark, te Generaal Hertzogstraat, Vanderbijlpark, op 27 Januarie 1995 om 10:00:

Erf 1459, Evaton North Township, Registration Division IQ, Transvaal, groot 330 vierkante meter, gehou kragtens Akte van Transport TL82209/90, bekend as 1459 Evaton North.

**Verbeterings:** Teëldak, matte, sitkamer, kombuis, twee slaapkamers, badkamer, toilet, geen buitegeboue en omheining.

**Terme:** Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Vanderbijlpark, binne 14 (veertien) dae vanaf datum van verkoping.

**Voorwaardes:** Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Vanderbijlpark.

Geteken te Vereeniging op hierdie 2de dag van Desember 1994.

J. Prinsloo, vir Rossouw & Prinsloo, N.B.S.-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. Jam Prinsloo/SW.)



## Case 6773/94

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

In the matter between **First National Bank of Southern Africa Limited**, trading as Wesbank, Plaintiff, and **Kevin Christopher O'Connor**, Defendant

In execution of a judgment granted by the Magistrate's Court, Germiston, on 5 July 1994, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Germiston, at the Sheriff of the Magistrate's Court's Offices, corner of Meyer and Joubert Streets, Germiston, on 13 February 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 of the Magistrate's Court, Germiston, prior to the sale:

Certain Erf 69, Klippoortje Agricultural Lots, Registration Division IR, Transvaal, measuring 1 713 (one thousand seven hundred and thirteen) hectares, also known as 69 Chalmers Street, Estera, Germiston.

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

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

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

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

C. F. van Coller, Plaintiff's Attorneys, 501 Argosy House, President Street, P.O. Box 944, Germiston. (Tel. 825-3687.) (Ref. Mrs Sheppard/BC136.)

## Case 1647/94

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

In the matter between **First National Bank of Southern Africa Limited**, trading as Wesbank, Plaintiff, and **Kieran James Haldenby**, Defendant

In execution of a judgment granted by the Magistrate's Court, Alberton, on 22 March 1994, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Germiston, at the Sheriff of the Magistrate's Court's Offices, Fourth Floor, Standard Towers, President Street, Germiston, on 16 February 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 of the Magistrate's Court, Germiston, prior to the sale:

Certain Erf 297, Eastleigh Township, Registration Division IR, Transvaal, measuring 1 011 (one thousand and eleven) square metres, also known as 75 High Road, Edenvale.

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

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

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

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

C. F. van Coller, Plaintiff's Attorneys, 501 Argosy House, President Street, P.O. Box 944, Germiston. (Tel. 825-3687.) (Ref. Mrs Sheppard/BH98.)

## Case 51/93

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **S. P. Tawana**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 February 1993, and subsequent warrant of execution the following property will be sold in execution on 3 February 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 8096, Duduza, Nigel.

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

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this 29th day of November 1994.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue; P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N773.)

Case 1258/94

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **M. C. Molobela**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 August 1994, and subsequent warrant of execution the following property will be sold in execution on 3 February 1995, at the offices of the Magistrate's Court, Nigel, namely:

Stand 8171, Duduza, Nigel.

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

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this 29th day of November 1994.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue; P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N1010.)

Case 192/92

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **D. A. Sithole**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 April 1992, and subsequent warrant of execution the following property will be sold in execution on 3 February 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 8066, Duduza, Nigel.

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

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this 29th day of November 1994.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue; P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/Z1492.)

Case 1223/94

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **K. A. Skosana**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 August 1994, and subsequent warrant of execution the following property will be sold in execution on 10 February 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 8068, Duduza, Nigel.

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

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this 1st day of December 1994.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue; P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N1007.)

Case 5496/92

## 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 **Rathete: Ernest Peter (Mr)**, First Defendant, and **Rathete: Effie Eva (Mrs)**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 26 August 1992 and a writ of execution dated 28 September 1994, the following will be sold in execution without reserve to the highest bidder on 27 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 8246, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, held by the Mortgagor under Certificate of Registered Grant of Leasehold TL27494/1989, situated at Erf 8246, Vosloorus Extension 9.

*Improvements:* Single-storey dwelling brick under tile, lounge, kitchen, two bedrooms, bathroom and toilet.

*Terms and conditions:*

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

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

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

Dated at Boksburg this 13th day of December 1994.

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

**Case 12614/93**

**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 **Barbara Nozipho Mbhele**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 4 March 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 February 1995 at 11:00, in the 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 8368, Daveyton Extension 2 Township, Registration Division IR, Transvaal, situated on 16026 James Douglas Crescent, Daveyton, District of Benoni, measuring 316 (three hundred and sixteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey building built of brick and plaster, tiled roof, residence comprising lounge, kitchen, three bedrooms, bathroom and toilet. Wire fencing. Zoned Residential.

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

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

Dated at Benoni on this the 29th day of December 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/N20015.)

**Case 20573/94**

**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 **Mthebe, George Timothy**, 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 31 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

*Certain* Erf 29, situated in the Township of Roodebult, Registration Division IR, Transvaal, being 28 Firethorn Street, Roodebult, Germiston, measuring 775 (seven hundred and seventy-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising 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 on this the 29th day of December 1994.

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/avb/M904.)



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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Masondo, Ziga Angeline**, 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 31 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 1074, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 30 Steenbok Street, Roodekop, Germiston, measuring 805 (eight hundred and five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising double garage, servant's room, toilet 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 on this the 29th day of December 1994.

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/avb/M945.)

Case 19713/93  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Diadla, Mfanukhona Elson**, 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, Brakpan, on 3 February 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, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Lot 14945, situated in the Township of Tsakane Extension 5, Registration Division IR, Transvaal, being 14945 Tsakane Extension 5, measuring 286 (two hundred and eighty-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, bedroom and bathroom.

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

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

Dated at Johannesburg on this the 29th day of December 1994.

S. A. Simpson, 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/D.261.)

Saak 62890/94

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

In die saak tussen **NBS Bank Limited**, Eiser, en **P. J. J. Mattheus**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 9 Desember 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroskantoor, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bier op 24 Februarie 1995 om 11:00:

Erf 710, geleë in die dorpsgebied Theresapark-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, beter bekend as Barbarastraat 841, Theresapark-uitbreiding 1.



*Voorwaardes van verkoping:*

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Drieslaapkamerwoonhuis met sitkamer, eetkamer, TV-kamer, sonkamer, kombuis, twee badkamers, stort, swembad, patio en buitegeboue.

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

*Voorwaardes:* Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Wonderboom.

Geteken te Pretoria op hierdie 28ste dag van Desember 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48055.)

Case 9895/91

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

In the matter between **Nedperm Bank Limited**, now known as Nedcor Bank Limited, Plaintiff, and **Mayana George Nkosi N.O.**, First Defendant, and **Mayana George Nkosi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 24 November 1994, the property listed hereunder will be sold in execution on Wednesday, 1 February 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in respect of Erf 4075, Daveyton Township, Registration Division IR, Transvaal, measuring 358 (three hundred and fifty-eight) square metres, known as 4075 Qhudení Street, Daveyton, Benoni, registered in the name of Mayana George Nkosi and Lawukazi Agnes Nkosi.

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

*Main building:* Bricks under asbestos residence comprising three bedrooms, w.c., lounge and kitchen. Fencing: Wire. Zoned: Residential 1.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchase will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 19,75% (nineteen comma seven five per cent) per annum on all preferent creditors' claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

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

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

Case 27525/94  
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 **Horn, Walter James**, 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, Brakpan, on 3 February 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, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 322, situated in the Township of Minnebron, Registration Division IR, Transvaal, being 22 George Troskee Street, Minnebron, Brakpan, measuring 644 (six hundred and forty-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, three bedrooms, bathroom with outbuildings with similar construction comprising two garages 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 23rd 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/H.235.)

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 Zyl Magdalena Johanna**, 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 9 February 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 621, situated in the Township of Sonlandpark, Registration Division IQ, Transvaal, being 70 Drakensberg Street, Sonlandpark, Vereeniging, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, three bedrooms, bathroom, toilet with outbuildings with similar construction comprising two garages, 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 on this the 23rd 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.296.)

Saak 15358/94

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

In die saak tussen **First National Mortgages Nominees (Pty) Ltd**, Eiser, en **Luyken Investments BK**, Eerste Verweerder, en **Pretorius, Wynand Johannes**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Ockersstraat 22B, Krugersdorp, op 1 Februarie 1995 om 10:00, van die ondervermelde eiendom van die Verweerdere op die voorwaardes wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 2110 (voorheen Erven 1041, 1043, 1044, 1045, 1074, 1075, 1076 and 1077), Krugersdorp-dorpsgebied, Registrasie Afdeling IQ, Transvaal, en ook bekend as Markstraat 50, 52, 54 en 59, Kerkstraat 20/22, Presidentstraat 19, grootte 2 974 m<sup>2</sup> (twee nege sewe vier) vierkante meter.

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

(a) Brandstof vulstasie, waarvan die voorste gedeelte daarvan die hele lengte van die eiendom beslaan, toonkamer (160 m<sup>2</sup>), twee kantore (33 m<sup>2</sup> elk), vier toilette, parkeerruimte vir ± 20 motorvoertuie, baksteen met sement onder IBR.

(b) Restaurant (170 m<sup>2</sup>), kombuisruimte (25 m<sup>2</sup>), stoorkamer (2), ruskamer en drie toilette (75 m<sup>2</sup>), baksteen met sement onder IBR.

(c) Inry drankwinkel (480 m<sup>2</sup>), twee kantore (28 m<sup>2</sup>), toonbankruimte (140 m<sup>2</sup>), vier stoorkamers (200 m<sup>2</sup>), drie toilette en ruskamer (25 m<sup>2</sup>), in-loop yskas (33 m<sup>2</sup>), baksteen met sement onder IBR en 'n aparte stoorkamer (700 m<sup>2</sup>), staalkonstruksie met IBR dak.

**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 22ste dag van Desember 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5357E.)

**Saak 33551/91**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **National Council of Trade Unions**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggereghof 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 2 Februarie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 1523 en 1524, Johannesburg-dorpsgebied, Registrasie Afdeling IR, Transvaal, en ook bekend as Wanderersstraat 5, Johannesburg, grootte 496 m<sup>2</sup> (vier nege ses) vierkante meter. Elke erf = 248 m<sup>2</sup>.

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Gebou met agt verdiepings en drie winkels.

*Konstruktueer*: Baksteen met asbes en sement.

*Terme*: 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap- of ander 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 22ste dag van Desember 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8126E.)

**Case 17149/94  
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 **Gaugain, Charles Alexander**, First Execution Debtor, and **Gaugain, Elsie Magdalene**, 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 31 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 1179, situated in the Township of Brackendowns Extension 1, Registration Division IR, Transvaal, being 36 Gardenia Street, Brackendowns Extension 1, Alberton, measuring 1 041 (one thousand and forty-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, three bedrooms, two bathrooms with outbuildings with similar construction comprising garage, carport 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 on this the 6th 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/G.191.)



Case 9857/92  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mphoreng, Emmanuel Jacob**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the main entrance hall of the Magistrate's Court, Vanderbijlpark, on 3 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

**Certain:** All right, title and interest in the leasehold in respect of Erf 1001, situated in the Township of Sebokeng Zone 10, Registration Division IQ, Transvaal, being 1001 Sebokeng Zone 10, Vanderbijlpark, measuring 338 (three hundred and thirty-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, three bedrooms and bathroom.

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

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

Dated at Johannesburg on this the 6th 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/M110.)

Case 15601/94  
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 **Letshabo Itumeleng Petrus**, First Execution Debtor, and **Letshabo May Nomgqibelo**, 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, Boksburg, on 3 February 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

**Certain:** All right, title and interest in the leasehold in respect of Erf 1842, situated in the Township of Vosloorus Extension 2, Registration Division IR, Transvaal, being 1842 Isele Street, Vosloorus Extension 2, Boksburg, measuring 300 (three hundred) square metres.

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

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

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

Dated at Johannesburg on this the 5th 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/L.264.)

Case 17183/93  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Patel, Sheraaz Haroon**, First Execution Debtor, and **Patel, Sylvia Magdalene**, 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 3 February 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** Erf 200, situated in the Township of Maraisburg, Registration Division IQ, Transvaal, being 15 Third Street, Maraisburg, Roodepoort, measuring 991 (nine hundred and ninety-one) square metres.



The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, family room, laundry, four bedrooms, two bathrooms with outbuildings with similar construction comprising garage, servant's room, toilet, store-room 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 on this the 5th 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/P.187.)

Case 23651/94  
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 **Mabuza, Peggy**, First Execution Debtor, and **Pulutsoane, Lerato John**, 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, Boksburg, on 3 February 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 888, situated in the Township of Dawn Park Extension 2, Registration Division IR, Transvaal, being 17 Nancy Street, Dawn Park Extension 2, Boksburg, measuring 803 (eight hundred and 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, family room, three bedrooms, two bathrooms with outbuildings with similar construct comprising two garages, carport 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 5th 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/M925.)

Saak 1370/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **Molefe, R. A.**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 25 Oktober 1994, sal die ondervermelde eiendom op 2 Februarie 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

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

Sekere Gedeelte 4, Erf 159, Meyerton Farms (Tarentaalstraat 80, Meyerton Farms), Registrasieafdeling IR, Transvaal, groot 1 010 (een nul een nul) vierkante meter.

**Voorwaardes:**

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

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

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 51, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

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

Privaatwoonhuis bestaande uit drie slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer, gesinskamer, enkelmotorhuis en buitekamer/waskamer.

Aldus gedoen en geteken te Meyerton op hede die 29ste dag van November 1994.

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

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

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **Noroma Beleggings**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 29 November 1994, sal die ondervermelde eiendom op 2 Februarie 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

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

Sekere Gedeelte 20, Erf 88, Meyerton Farms (Bellweg, Meyerton Farms), Registrasieafdeling IR, Transvaal, groot 1 088 (een nul agt agt) vierkante meter.

**Voorwaardes:**

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

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

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 51, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

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

Geen verbeterings.

Aldus gedoen en geteken te Meyerton op hede die 29ste dag van November 1994.

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

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

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **T. P. Meek**, Eerste Verweerder, en **A. Meek**, Tweede Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 4 November 1994, sal die ondervermelde eiendom op 2 Februarie 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

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

Sekere Gedeelte 6, Erf 87, Kliprivier (Helena Lotrietstraat 27), Registrasieafdeling IQ, Transvaal, groot 2 588 (twee vyf agt) vierkante meter.

**Voorwaardes:**

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

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

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 51, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

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

Eetkamer, drie slaapkamers, badkamer, kombuis, dubbelmotorhuis en swembad.

Aldus gedoen en geteken te Meyerton op hede die 30ste dag van November 1994.

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

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Antoinette Velloen**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution dated 6 December 1993, a sale by public auction without a reserve price will be held on 1 February 1995 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Portion 43 of Erf 1923, Rustenburg, Registration Division JQ, Transvaal, measuring 578 square metres, held under Deed of Transfer T44153/85, known as 24A Wolmarans Street, Rustenburg.

The following particulars are furnished but not guaranteed: Lounge, kitchen, two bedrooms and bathroom. Floors covered with vinyl tiles and corrugated iron roof.

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

Dated at Rustenburg this 20th day of December 1994.

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

**Case 1671/94**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Glass & Aluminium Manufacturers CC**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution dated 25 April 1994, a sale by public auction without a reserve price will be held on 1 February 1995 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Portion 47 (a portion of Portion 46) of Erf 2447, Rustenburg Extension 9, Registration Division JQ, Transvaal, measuring 1 874 square metres, held under Deed of Transfer T56074/93, known as 6 Vanadium Street, Rustenburg.

The following particulars are furnished but not guaranteed:

**Office:** Workshop and ablutions.

Construction is a steel structure with infills of a semi-face brick externally with plastered and painted internal walls. The office and ablutions have ceilings. All floor finishers are grano.

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

Dated at Rustenburg this 20th day of December 1994.

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

**Saak 9317/91**

# IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **ABSA Bank Beperk** (Allied), Eiser, en **B. A. Makgale**, Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp, en lasbrief vir geregtelike verkoping met datum 25 November 1994, sal die ondergemelde eiendom op Vrydag, 3 Februarie 1995 om 10:00, by die kantoor van die Balju, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 2029, Jouberton-uitbreiding 2, Registrasieafdeling IP, Transvaal, groot 313 (driehonderd-en-dertien) vierkante meter, gehou kragtens Akte van Transport TL34437/87.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Landdroshofwet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouder, ABSA Bank Beperk (Allied Bank).

2. Die koopprijs sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bankwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis bestaande uit twee slaapkamers, sitkamer, badkamer en kombuis.

4. **Voorwaardes:** Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die bode van die Hof, te Klerksdorp, nagesien word.

Geteken te Klerksdorp hierdie 13de dag van Desember 1994.

D. J. Joubert, vir Meyer van Sittert & Kropman, Prokureurs vir Eiser, S A Permanente Gebou, Boomstraat, Klerksdorp, 2570.

**Saak 8690/93**

# IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **A M Labuschagne (Edms.) Bpk.**, Eiser, en **H. J. Visser**, Verweerder

Ten uitvoering van 'n vonnis van bogemelde Agbare Hof, en 'n lasbrief gedateer 14 Maart 1994, sal die volgende eiendom, wat spesiaal beslagbaar verklaar is, in eksekusie verkoop word voor die Landdroskantoor, Van Riebeeckstraat, Potchefstroom, op 3 Februarie 1995 om 10:00, aan die hoogste bieder:

Erf 1092, in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter.



*Beweerde verbeterings:* Die perseel is verbeter met 'n woonhuis.

*Verkoopvoorwaardes:*

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan artikel 66 van die Landdroshofwet, No. 32 van 1944.

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 16,25% (sestien komma twee vyf persent) per jaar op die balans van die koopsom vanaf die datum van verkoop tot datum van registrasie van transport.

3. Die koopprys sal soos volg betaalbaar wees:

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

(b) Die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant of verseker deur bank- of bougenootskapwaarborg, sodanige betaling en/of waarborge moet verskaf word aan die Eiser se prokureurs.

4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju, Landdroshof, onmiddellik voor die geregtelike verkoping, sal ter insae lê te die kantoor van die Eiser se prokureurs hieronder vermeld.

5. Die eiendom sal verkoop word, onderhewig aan enige bestaande huurkontrak.

Aldus gedoen en geteken te Potchefstroom op hierdie 19de dag van Desember 1994.

A. H. J. Huisamen, vir Huisamen & Ras, Royalgebou, Lombardstraat 44, Posbus 15, Potchefstroom, 2520. (Verw. A. H. J. Huisamen/eg.)

**Saak 19881/94**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Makhwana: Moeketsi Samson**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Landdroshof, Generaal Hertzogstraat, Vanderbijlpark, op 3 Februarie 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 Vanderbijlpark, voor die verkoping ter insae sal lê:

Sekere Erf 15894, Sebokeng-uitbreiding 21-dorpsgebied, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 331 (drie dreef) vierkante meter.

Die volgende inligting word verskaf i/s verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie.

Woonhuis met teëldak bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

*Buitegeboue bestaan uit:* Geen.

*Terme:* 10% (tien persent) van die koopprys in kontant betaal en onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank-, bougenootskap- of ander aanneembare waarborge 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), en 'n minimum heffing van R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 20ste dag van Desember 1994.

Van Wyk de Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z17171.)

#### A NOTICE OF SALE IN EXECUTION—IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held at the Magistrate's Court, Delville Street, Witbank, on 10 February 1995 at 10:00:

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

Full conditions of sale can be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

1. **Case No.: 21477/94** (Fire Ref. Mr du Plooy/GT2012)

Execution Debtor: Titi Lazarus Nkosi.

*Property:* Erf 2399, Phola Township, Registration Division JS, Transvaal, measuring 281 square metres, held by virtue of Certificate of Ownership No. TE.81247/91.



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

2. **Case No.: 22373/94** (File Ref. Mr du Plooy/GT2037.)

Execution Debtors: **Msanyana Jantjie Mashiana and Ntombenkulu Linha Mashiana.**

*Property:* Erf 2151, Ackerville Township, Registration Division JS, Transvaal, measuring 269 square metres, held by Virtue of Certificate of Registered Grant of Leasehold TL.37781/85,

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

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

**Case 22619/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Andre Jan van Zyl**, Defendant

A sale in execution of the undermentioned property is to be held at 35 Ackerman Street, Witbank Extension 16, on 10 February 1995 at 08:30. Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank, and will also be read out by the Sheriff prior to the sale in execution:

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

*Property:* Erf 3332, situated in the Township of Witbank Extension 16, Registration Division JS, Transvaal, measuring 1 388 square metres held by virtue of Deed of Transfer T.45277/94 also known as 35 Ackerman Street, Witbank Extension 16.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2044.)

**Case 23476/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John O'Brien**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 2 February 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court at the aforementioned address and will be 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 11 of Lot 165, Meyerton Farms Township, Registration Division IR, Transvaal, measuring 1 084 square metres, held by virtue of Deed of Transfer T.52823/87, also known as 27 Korhaan Street, Meyerton, Small Farms.

*Improvements:* Vacant unimproved property.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2078.) (Sheriff's Ref. N. C. H. Bouwman, Tel. (016) 21-3400.)

**Saak 3929/94**

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mufatha Aaron Methula**, Eerste Verweerder, en **Nkele Johanna Methula**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 8 Desember 1994 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Februarie 1995 om 12:00, te die Baljukantoor, Cornelli-straat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemelde deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 7596, Uitbreiding 11, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

*Beskrywing van eiendom:* Twee slaapkamers, badkamer, kombuis en sitkamer, groot 228 (twee twee agt) vierkante meters.

Geteken te Secunda op hede hierdie 19de dag van Desember 1994.

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

Saak 1500/94

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mzimkhulu Glorious April**, Eerste Verweerder, en **Nomathemba Monica April**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 30 Mei 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Februarie 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 2603, Uitbreiding 4, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

*Beskrywing van eiendom:* Drie slaapkamers, badkamer, kombuis, sitkamer, afdak en motorhuis, groot 402 (vier nul twee) vierkante meters.

Geteken te Secunda op hede hierdie 19de dag van Desember 1994.

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

Saak 3767/94

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Leonardus Gerrardus Phillipus Verloop**, Eerste Verweerder, en **Esme Adele Verloop**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 28 November 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Februarie 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Gedeelte 5 van Erf 360, Trichardt, geleë in die dorp Trichardt, Registrasieafdeling IS, Transvaal.

*Adres:* Van der Merwestraat 44, Trichardt.

*Beskrywing van eiendom:* Vier slaapkamers, twee en 'n half badkamers, kombuis, sitkamer, eetkamer, TV-kamer, drie motorhuise, bediendekamer en drie toilette.

*Groot:* 1 542 (een vyf vier twee) vierkante meters.

Geteken te Secunda op hede hierdie 19de dag van Desember 1994.

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

Saak 3928/94

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Modise David Matikane**, Eerste Verweerder, en **Sesana Dinah Matikane**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 8 Desember 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Februarie 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 5571, Uitbreiding 9, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

*Beskrywing van eiendom:* Twee slaapkamers, badkamer, kombuis en sitkamer, groot 315 (drie een vyf) vierkante meters.

Geteken te Secunda op hede hierdie 19de dag van Desember 1994.

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

Saak 623/94

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

In die saak tussen **Nedbank**, Vonnisskuldeiser, en **J. C. Pieterse**, Vonnisskuldenaar

Ten uitvoerlegging van die vonnis toegestaan en daaropvolgende lasbrief vir eksekusie gedateer 21 Februarie 1994, sal die volgende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 27 Januarie 1995 om 10:00, by die Landdroskantoor, te Beaconsfieldlaan 41A, Vereeniging, te wete:

Sekere Gedeelte 1 van Erf 250, Vereeniging-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 991 (negehoonderd een-negentig) vierkante meter, gehou kragtens Akte van Transport T59176/93.

*Verbeterings* (nie gewaarborg): Enkelverdiepingwoonhuis, bestaande uit sitkamer, slaapkamer, badkamer, kombuis, motorhuis en bediendekamer.

*Terme:*

1. 10% (tien persent) van die koopprys in kontant, as 'n deposito op die dag van die verkoping en die balans, plus rente teen 15,25% (vyftien komma twee vyf persent) per jaar betaalbaar vanaf datum van verkoping tot datum van betaling, by registrasie van transport, waarvoor 'n bank- of bouverenigingwaarborg gelewer moet word binne 14 dae vanaf datum van verkoop.

2. Volledige verkoopvoorwaardes, wat direk voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van die Landdroshof, Beaconsfieldlaan 41A, Vereeniging, 1930.

Gedateer te Vanderbijlpark hierdie 20ste dag van Desember 1994.

G. Basson, vir Fradgley-Bekker, Prokureurs vir Vonnisskuldeiser, NBS-gebou, Posbus 946, Vanderbijlpark. [Tel. (016) 33-4305/6].

Saak 3605/94

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

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Yogendra Narsai Makan**, Eerste Verweerder, en **Hanita Narsai Makan**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander en 'n lasbrief vir eksekusie gedateer 11 November 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 1 Februarie 1995 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

*Eiendomsbeskrywing:* Sitkamer, eetkamer, kombuis met spens, drie slaapkamers, twee badkamers, enkelmotorhuis, bediendekamer met toilet en draadomheining.

*Eiendom:* Erf 2428, Kinross-uitbreiding 17, Registrasieafdeling IS, Transvaal, groot 600 (seshonderd) vierkante meter, gehou kragtens Akte van Transport T62793/88, geleë te Peacockstraat 9, Kinross.

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

Die belangrikste voorwaardes daarin vervat is:

Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 21ste dag van Desember 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.889.)

Saak 3165/94

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

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eiser, en **Thomas Mattheus Smit**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander en 'n lasbrief vir eksekusie gedateer 1 November 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 1 Februarie 1995 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

*Eiendomsbeskrywing:* Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, enkelmotorhuis, bediendekamer met badkamer en ommuur.

*Eiendom:* Erf 4489, Secunda-uitbreiding 9, Registrasieafdeling IS, Transvaal, groot 879 (agthonderd nege-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T67570/87, geleë te Steenkoolspruitstraat 28, Secunda.

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

Die belangrikste voorwaardes daarin vervat is:

Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 22ste dag van Desember 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.822.)

Case 18633/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Piet Eseu Khoza**, 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 3 February 1995 at 10:00, in front of the Magistrate's Court, Delville Street, Witbank:

Erf 1452, Kwa-Guqa Extension 3 Township, Registration Division JS, Transvaal, measuring 472 square metres, held by the Defendant by virtue of Grant of Leasehold TL58456/89, situated at 1452 Ignababa Street, Kwa-Guqa Extension 3.

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

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

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

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

F. A. Gerber, for MacRobert de Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T417816/el.)

**Saak 1191/94**

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

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

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die Landdroskantoor, Hoofingang, Van Riebeeckstraat, Potchefstroom, op Donderdag, 2 Februarie 1995 om 10:00:

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

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

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

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

Die verbeterings bestaan uit:

1. Boorgat met monopomp wat ongeveer 1 000 gelling water per uur voorsien. Die pomp is voorsien van ESKOM-krag. Daar is ses stalle en afdakke (waarvan 3 van krag voorsien is). Groot woonhuis met vyf vertrekke. Twee kampe, ongeveer 10 tot 15 ha is ploegbaar.

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

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

**Terme:** Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bogenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

**Voorwaardes:** Die verkoopvoorwaardes is ter insae in my kantoor te Kerkstraat 195, Potchefstroom, gedurende kantoorure.

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

**Saak 16087/94**

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

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Thapedi, Molefi Daniel**, Eerste Verweerder, en **Thapedi, Malesawana Annie**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Vanderbijlpark, op 27 Januarie 1995 om 10:00, te die hoofingang Saal, Landdroshof, Generaal Hertzogstraat, Vanderbijlpark, verkoop op die voorwaardes uit gelees te word deur die Balju, ten tyde van die verkoping welke voorwaardes voor die verkoping in gesien kan word ten kantore van die Balju, Suite C, Rietbokgebou 5, Generaal Hertzogstraat, Vanderbijlpark:

Gedeelte 11 van Lot 28, Evaton Small Farms, Registrasieafdeling IQ, Transvaal, groot 335 (driehonderd vyf-en-dertig) vierkante meter.

Die eiendom is verbeter (maar geen waarborg word in hierdie verband gegee nie) en bestaan uit 'n enkelverdiepingwoonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en spoellatrine.

**Terme:** Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal en die balans teen registrasie van transport en verseker te word deur 'n bank of bouvereniging of ander aanvaarbare waarborg binne 14 (veertien) dae na die datum van verkoping aan die Balju verstrek te word. Die koper moet afslaersgelde op die dag van die verkoping betaal.

Gedateer te Vanderbijlpark hierdie 21ste dag van Desember 1994.

Moodie & Robertson, p.a. Rooth & Wessels, Posbus 21, Concordegebou, Attie Fouriestraat, Vanderbijlpark. [Tel. (016) 33-0081.] (Verw. mnr. Uys/NM P4/65.)



Case 22621/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elias Sarel Mahlangu**, First Defendant, and **Gertrude Nokufa Mahlangu**, Second Defendant

A sale in execution of the undermentioned property is to be held at 45 Skipper Street, Del Judor Extension 2, Witbank, on 3 February 1995 at 09:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank, and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Erf 776, Del Judor Extension 2 Township, Registration Division JS, Transvaal, measuring 1 495 square metres, held by Virtue of Deed of Transfer T59296/93, also known as 45 Skipper Street, Del Judor, Witbank.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2040.)

Case 23478/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John Mandla Chiziane**, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Delville Street, Witbank, on 17 February 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank, and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Erf 2265, kwaGuqa Extension 4 Township, Registration Division JS, Transvaal, measuring 200 square metres, held by Virtue of Deed of Transfer T13709/93.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2089.)

Case 22372/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marthinus Wessels Pelser**, Defendant

A sale in execution of the undermentioned property is to be held at Erf 1426, Tasbetpark Extension 2, Witbank, also known as 29 Tambourine Street, Tasbetpark Extension 2, Witbank, on 10 February 1995 at 09:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank, and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Erf 1426, Tasbetpark Extension 2 Township, Registration Division JS, Transvaal, measuring 891 square metres, held by Virtue of Deed of Transfer T95474/93, also known as 29 Tambourine Street, Tasbetpark Extension 2, Witbank.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2052.)

Case 12175/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Donald Ncube**, First Defendant, and **Msile Anna Ncube**, 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 3 February 1995 at 11:00:

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

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

*Property:* All the right, title and interest to the leasehold in respect of Erf 23191, Mamelodi Extension 4 Township, Registration Division JR, Transvaal, measuring 340 square metres, held by Virtue of Deed of Transfer TL83837/92.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1713.)

Case 23486/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Coetzee, Ockert Johannes**, First Defendant, and **Coetzee, Johanna Sophia**, 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 3 February 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 2, Brakpan-North Township, Registration Division IR, Transvaal, situated at 3 Hewitt Street, Sherwood Gardens, Brakpan North, Brakpan, measuring 1 638 (one thousand six hundred and thirty-eight) square metres.

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

*Outbuildings:* Four garages, four carports, two servant's quarters and w.c.

*Extras:* Family room, bar, juczzi, guest toilet, laundry, dress room, split level house, playroom, sauna 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 20th 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 Kok/N00210.)

Case 26616/93  
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 **Nkukwane, Tereka Gys**, First Execution Debtor, and **Nkukwane, Mosselina Ntombizifikile Lishia**, 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, Boksburg, on 3 February 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 151, situated in the Township of Freeway Park, Registration Division IR, Transvaal, being 4 Hawson Road, Freeway Park, Boksburg, measuring 1 952 (one thousand nine hundred and fifty-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 iron roof, comprising kitchen, lounge/dining-room, family room, study, bar, three bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, three carports, toilet, storeroom 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 21st day of December 1994.

S. A. Simpson, 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/N211.)

Case 16098/94  
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 **Oosthuizen, Josina Johanna Hendrina**, 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, Brakpan, on 3 February 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, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 483, situated in the Township of Dalview, Registration Division IR, Transvaal, being 10 Braemer Avenue, Dalview, Brakpan, measuring 967 (nine hundred and sixty-seven) 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, laundry, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room, toilet 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 22nd day of December 1994.

S. A. Simpson, 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/O.72.)

Case 8087/94  
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 **Motshwene, Tontshe Albert**, 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 8 February 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 566, situated in the Township of Rabie Ridge, Registration Division IR, Transvaal, being 8 Honeybird Way, Rabie Ridge, Alexandra, measuring 310 (three hundred and ten) square metres.

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

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

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

Dated at Johannesburg this 22nd day of December 1994.

S. A. Simpson, 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/M818.)

Saak 4362/92

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Daniel Shoroma**, Eerste Verweerder, en **Philda Thabsile Shoroma**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 22 Desember 1992 sal die ondervermelde eiendom geregtelik verkoop word op 3 Februarie 1995 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 5095, Mhlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 267 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL13667/1991, bekend as Erf 5095, Mhlakeng-uitbreiding 3, Randfontein, waarop opgerig is 'n losstaande enkelverdieping woonhuis onder 'n sementteëldak wat bestaan uit twee slaapkamers, badkamer, kombuis, sitkamer, daar is geen buitegeboue en die perseel is omhein met draad. Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.



**Voorwaardes:** R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastinge, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg. Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N510.)

**Saak 2434/91**

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Molefe David Phokojoe**, Eerste Verweerder, en **Veronica Phokojoe**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 6 Augustus 1991, sal die ondervermelde eiendom geregtelik verkoop word op 3 Februarie 1995 om 14:15, voor die Landdroshof, Pollockstraat-ingang Randfontein, aan die hoogste bieder, naamlik:

Erf 978, Mhlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 275 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL38432/1990 bekend as Legodistraat 978, Mhlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit drie slaapkamers, badkamer, kombuis, gekombineerde sit-/eetkamer, daar is geen buitegeboue en die perseel is omhein met draad. Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

**Voorwaardes:** R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastinge, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg. Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N259.)

**Saak 423/93**

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Maadimo Joseph Mokgoro**, Eerste Verweerder, en **Alinah Joyce Mokgoro**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 1 Maart 1993, sal die ondervermelde eiendom geregtelik verkoop word op 3 Februarie 1995 om 14:15, voor die Landdroshof, Pollockstraat-ingang Randfontein, aan die hoogste bieder, naamlik:

Erf 5055, Mhlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 258 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL30562/1991 bekend as Erf 5055, Mhlakeng-uitbreiding 3, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n teëldak wat bestaan uit twee slaapkamers, badkamer, kombuis, gekombineerde sit-/eetkamer, daar is geen buitegeboue en die perseel is omhein met draad. Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

**Voorwaardes:** R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastinge, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg. Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N532.)

**Case 10045/91**

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

In the matter between **Nedperm Bank Limited**, now known as Nedcor Bank Limited, Execution Creditor, and **Wayne Kevin Jones**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution, dated 23 September 1991, the following property will be sold in execution on Friday, 3 February 1995 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 503, Roodekrans Extension 3 Township, Registration Division IQ, Transvaal, in extent 1 280 (one thousand two hundred and eighty) square metres, held by Deed of Transfer T18274/1991, known as 30 Ouklip Road, Roodekrans Extension 3, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under a tiled roof, said to contain a lounge, family room, dining-room, three bedrooms, kitchen, two bathrooms, scullery/laundry and garage, in regard to which, however, nothing is guaranteed.



*Terms:* R5 000 or 10% (ten per cent) of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 30 (thirty) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort.

Dated this 20th day of December 1994.

Louw & Heyl, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/911080/22752.)

Case 21655/94  
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 **Masombuka, Mpostoli Ananias**, First Execution Debtor, and **Masombuka, Doreen Phindi**, 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, Brakpan, on 3 February 1995 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Erf 32015, situated in the Township of Tsakane, Registration Division IR, Transvaal, being 2938 Shezi Street, Tsakane, Brakpan, measuring 522 (five hundred and twenty-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, three bedrooms, bathroom with outbuildings with similar construction comprising garage, two servants' rooms, 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 15th day of November 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M906.)

Saak 20233/94

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Extin Nkosi**, Eerste Verweerder, en **Lindiwe Doli Nkosi**, Tweede Verweerder

'n Verkoop word gehou te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op Vrydag, 3 Februarie 1995 om 11:00:

Erf 342, Blok GG, geleë in die dorpsgebied Soshanguve, distrik Soshanguve, groot 360 (drie ses nul) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag 76/90.

*Verbeterings:* Sitkamer, kombuis en drie slaapkamers.

*Konstruksie:* Steenmure onder teël.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae lê by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Gedateer te Pretoria op hede die 29ste dag van Desember 1994.

Couzyn, Hertzog & Horak Ing., Praetor Forum, Van der Waltstraat, Pretoria. (Tel. 322-8780.) (Verw. J. du Preez/AN.49.)

Saak 22691/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Boynyana Willie Madhlake**, Verweerder

'n Verkoop word gehou te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op Vrydag, 17 Februarie 1995 om 11:00:

Erf 1769, geleë in die dorpsgebied Mamelodi-uitbreiding 2, distrik Pretoria-Noord, groot 375 (drie sewe vyf) vierkante meter, gehou kragtens Sertifikaat van Huurpag TL63489/87, ook bekend as 1769-uitbreiding 2, Rathabile.

*Verbeterings:* Sitkamer, kombuis en badkamer.

*Konstruksie:* Steenmure onder teël, steenmure en Herculite plafonne.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae lê by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Gedateer te Pretoria op hede die 4de dag van Januarie 1995.

Couzyn, Hertzog & Horak Ing., Praetor Forum, Van der Waltstraat, Pretoria. (Tel. 322-8780.) (Verw. J. du Preez/A.188.)

**Saak 18461/94**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Rachipi Griffiths Machaba** (ID. 1 0071727 7), Eerste Verweerder, en **Neeleng Doris Machaba** (ID. 1 79672 1), Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Vrydag, 3 Februarie 1995 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju, Wonderboom, se kantore, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, aan die hoogste bieder:

Erf 19416, geleë in die dorpsgebied Mamelodi, Registrasieafdeling JR, Transvaal, groot 277 vierkante meter, gehou kragtens Akte van Transport TL79852/1988.

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

*Straatadres:* Standplaas 19417, Mamelodi, Pretoria.

*Verbeterings:* Tydelike struktuur.

*Reserweprys:* Die eiendom word sonder reserweprys verkoop.

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

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

*Verkoopvoorwaardes:* Dit lê ter insae by die Kantoor van die Balju van die Hooggeregshof, Wonderboom, te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, Pretoria.

Gedateer te Pretoria hierdie 8ste dag van Desember 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9543/94/BVDM.)

**Case 5738/94**

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

In the matter between **Natal Building Society Limited**, Plaintiff, and **Judas Mnisi**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 29 September 1994, and a warrant of execution, the undermentioned property will be sold in execution on 27 January 1995 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 14256, kwaThema Extension 2 Township, Registration Division IR, Transvaal, known as Stand 14256, kwaThema Extension 2, measuring 280 (two hundred and eighty) square metres, held under Certificate of Registered Grant of Leasehold TL49286/1989.

*Improvements:* Brick building under tiled roof, consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

*Terms and conditions:*

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

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

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

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

Dated at Springs this 24th day of November 1994.

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

## Case 147/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thombezishoyo Selina Mavundle**, Defendant

On 3 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 917, Vosloorus, Registration Division IR, Transvaal, situated at 917 Kubeka Street, Vosloorus, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H733.)

## Case 16/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elkie Thomas Nkosi**, First Defendant, and **Delekile Tryphinah Nkosi**, Second Defendant

On 3 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1794, Vosloorus, Registration Division IR, Transvaal, situated at 1794 Market Street, Vosloorus, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H729.)

## Case 6750/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Namvulo Joyce Tshali**, Defendant

On 3 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

*Certain:* Right of leasehold in respect of Erf 230, Vosloorus, Registration Division IR, Transvaal, situated at 230 Dube Street, Vosloorus, Boksburg.

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

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

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



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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H501.)

Saak 10569/94

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

In die saak tussen **ABSA Bank Beperk** (Reg. No. 86/04794/06) (Allied Bank Divisie), Eiser, en **F. G. de Lange**, en **P. J. S. de Lange**, Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroshof, Lochstraat 51, Meyerton, op 26 Januarie 1995 at 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Meyerton:

**Sekere:** Gedeelte 16 (gedeelte van Gedeelte 8) van Erf 28, Riversdale-dorpsbebied, Registrasieafdeling IR, Transvaal (Limpopostraat 45, Chrissiesfontein), groot 1 164 vierkante meter.

**Verbeterings:** Drie slaapkamers, sitkamer, enkel badkamer/toilet en stort, aparte toilet, kombuis, enkel garage en bediende toilet.

**Terme:** Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien per centum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;
- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die koper sal ook aanspreeklik wees vir betaling van Afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

**Voorwaardes:**

(a) Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 19de dag van Desember 1994.

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

Saak 10567/94

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

In die saak tussen **ABSA Bank Beperk** (Reg. No. 86/04794/06) (Allied Bank Divisie), Eiser, en **Y. J. Phiri**, en **N. E. Phiri**, Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 3 Februarie 1995 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju Landdroshof, Vereeniging:

**Sekere:** Erf 562, geleë in die dorpsgebied van Waldrif, Registrasieafdeling IQ, Transvaal (Korundumstraat 16), groot 1 085 vierkante meter.

**Verbeterings:** Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer/stort, stort/toilet, stoep, opwas-kamer, twee garages, afdak, stoorkamer en bediende toilet/stort.

**Terme:** Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

Die Koopprys sal as volg betaalbaar wees:

- (a) Tien persentum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;



- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;  
 (d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

*Voorwaardes:*

(a) Die voorwaardes van koop sal deur die Balju Landdroshof uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word;

Gedateer te Vereeniging hierdie 19de dag van Desember 1994.

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

**Saak 10570/94**

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

In die saak tussen **ABSA Bank Beperk** (Reg. No. 86/04794/06) (Allied Bank Divisie), Eiser, en **S. G. Mashigo**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld, per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 3 Februarie 1995 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju Landdroshof, Vereeniging:

*Sekere:* Gedeelte 34 van Erf 1495, Ironsyde-dorpsgebied, Registrasieafdeling IQ, Transvaal (Hienstraat 34), groot 800 vierkante meter.

*Verbeterings:* Ingangsportaal, sitkamer, eetkamer, vier slaapkamers, familiekamer, badkamer/w.c., aparte w.c., kombuis, opwaskamer en bediende w.c.

*Terme:* Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien persent (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;  
 (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;

- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;  
 (d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

*Voorwaardes:*

(a) Die voorwaardes van koop sal deur die Balju Landdroshof uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 19de dag van Desember 1994.

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

**Saak 10572/94**

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

In die saak tussen **ABSA Bank Beperk** (No. 86/04794/06) (Allied Bank Divisie), Eiser, en **L. L. Koedyk** en **D. N. Koedyk**, Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Lochstraat 51, Meyerton, op 26 Januarie 1995 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Meyerton:

*Sekere* Erf 270, geleë in die dorpsgebied Golf Park, Registrasieafdeling IR, Transvaal (Denneweg 29), groot 1 190 vierkante meter.

*Verbeterings:* Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer/w.c., aparte stort/w.c., kombuis, enkel garage en opwaskamer.

*Terme:* Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, 1994 (Wet No. 32 van 1994), soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien per sentum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en  
 (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;

- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;  
 (d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

*Voorwaardes:* Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 19de dag van Desember 1994.

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

#### NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held at the Magistrate's Court, Delville Street, Witbank, on Friday, 10 February 1995 at 10:00.  
 Friday, 10 February 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 at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

**1. Case 23028/94** (File Ref. Mr Du Plooy/GT2087).

Execution Debtor: **Jabulani Andries Mahlangu**.

*Property:* Erf 358, kwaGuqa Extension 2 Township, Registration Division JS, Transvaal, measuring 350 square metres, held by virtue of Deed of Transfer T61559/93.

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

**2. Case 22379/94** (File Ref. Mr Du Plooy/GT2039).

Execution Debtors: **Michael David Moloto and Rebecca Baby Moloto**.

*Property:* All the right, title and interest to the leasehold in respect of Erf 3881, kwaGuqa Extension 7 Township, Registration Division JS, Transvaal, measuring 260 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL6246/90.

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

**3. Case 22375/94** (File Ref. Mr Du Plooy/GT2036).

Execution Debtor: **Mack Mmetse Matemane**.

*Property:* All the right, title and interest to the leasehold in respect of Erf 2203, kwaGuqa Extension 4 Township, Registration Division JS, Transvaal, measuring 306 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL49730/91.

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

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

**Case 5504/94**

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

In the matter between **Natal Building Society Limited**, Plaintiff, and **Sheila Sibongile Kunene**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 13 September 1994, and a warrant of execution, the undermentioned property will be sold in execution on 27 January 1995 at 15:00 at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 204, Pollak Park Extension 3 Township, Registration Division IR, Transvaal, known as 17 Marsabit Street, Pollak Park, Springs, measuring 1 482 (one thousand four hundred and eighty-two) square metres, held under Deed of Transfer T12863/1993.

*Improvements:* Brick building under tiled roof consisting of five bedrooms, dressing room, two bathrooms, two toilets, kitchen, lounge, dining-room, TV-room, two garages and servant's room.

*Terms and conditions:*

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

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

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

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

Dated at Springs this 25th day of November 1994.

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

Case 11864/94

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 31 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

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

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

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

*Property zoned:* Residential.

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

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

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

Case 25116/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Cube, Elsie Thandiwe Nomvuyo**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 31 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

*Certain:* Erf 1129, Roodekop Township, Registration Division IR, Transvaal, situated at 17 Bushbuck Avenue, Leondale, Germiston, measuring 861 (eight hundred and sixty-one) square metres.

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

Building built of brick, plaster and paint, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00212.)

Case 14009/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van der Merwe, Hendrik Willem**, First Defendant, and **Van der Merwe, Hyla Erna**, 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, Alberton, at First Floor, Terrace Building, 1 Eaton Street, New Redruth, Alberton, on 31 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Alberton, prior to the sale:

*Certain:* Erf 1309, Brackenhurst Extension 1 Township, Registration Division IR, Transvaal, situated at 3 Hermina Street, Brackenhurst, Alberton. Property zoned Residential 1. *Measuring:* 2 076 (two thousand and seventy-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 an entrance hall, lounge, family room, three bedrooms, two bathrooms, kitchen, laundry, double garage, two servants' rooms, store-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 this 24th day of November 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/AU0194 (AU194).]

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Herbert Jikazi**, First Defendant, and **Nompithizelo Winterose Helebe**, Second Defendant

On 3 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

*Certain:* Right of leasehold in respect of Erf 13006, Vosloorus Extension 23, Registration Division IR, Transvaal, situated at 13006 Vosloorus Extension 23, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this 12th day of December 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H0932.)

**Case 6213/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nompumelelo Annette Mamabolo**, Defendant

On 3 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

*Certain:* Right of leasehold in respect of Erf 382, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 382 Vosloorus Extension 8, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H0503.)

**Case 9/1992**

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

In the matter between **Allied Building Society**, Plaintiff, and **M. P. Nkosi**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution, dated 18 November 1994, the property listed hereunder will be sold in execution on 3 February 1995 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 18495, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 272 (two hundred and seventy-two) square metres, held by Certificate of Registered Grant of Leasehold TL47756/1989.

The property is defined as a Residential Stand, situated at 18495 Tsakane Extension 8, Brakpan.

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

*Main building:* Semi-face brick walls under tiled roof consisting of lounge, kitchen, two bedrooms and bathroom.

*Outbuildings:* Wire fencing.

*The material conditions of sale are:*

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

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

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

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

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

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

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

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

P. J. Cowling, for Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street; P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Cowling/BRV/C563/91.)

Case 25254/91  
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 **Luroro Butijohannes**, First Execution Debtor, **Sawula Julius**, Second Execution Debtor, and **Mona Petros**, Third Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 3 February 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Site 8345, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 8345 Vosloorus Extension 9, Boksburg, measuring 336 (three hundred and thirty-six) square metres.

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

*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 23rd 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.77.)

Case 25527/94  
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 **Leach Andrew John**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 3 February 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Holding 196, situated in the Township of Bartlett Agricultural Holdings, Registration Division IR, Transvaal, being 196 Vosloo Street, Bartlett, Boksburg, measuring 2,2701 (two comma two seven nil 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 tiled roof, comprising kitchen, lounge/dining-room, family room, three bedrooms, two bathroom, toilet with outbuildings with similar construction comprising of two servant's rooms, toilet, storeroom 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 on this the 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/L.267.)

Case 13580/94  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Du Plessis, Jan**, First Execution Debtor, and **Du Plessis, Anita**, 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, Brakpan, on 3 February 1995 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale.

Certain Erf 980, situated in the Township of Dalpark Extension 9, Registration Division IR, Transvaal, being 32 Louis Leipoldt Street, Dalpark Extension 9, Brakpan, measuring 1 000 (one thousand) 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, study, separate toilet, three bedrooms, two bathrooms 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 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/bt/D.323.)

Saak 12223/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Mahole William Masekwa**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 8 Maart 1994, sal die ondervermelde eiendom op Vrydag, 3 Februarie 1995 om 10:00, te Balju, Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Erf 1491, Jouberton-uitbreiding 2-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 267 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe, 1994, soos gewysig, onderhewig egter aan die goedkeuring van die Eerste Verbandhouer, Nedcor Bank.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit twee slaapkamers, 1 ½ badkamer, kombuis, eetkamer en sitkamer.

**Buitegeboue:** Geen.

4. **Voorwaardes en verkoop:** Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 7de dag van Desember 1994.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanentegedou, Eerste Verdieping; Posbus 22, Klerksdorp, 2570.



Case 5593/94

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 **Khumalo Finki Ben**, 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, Brakpan, on 3 February 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, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Lot 15442, situated in the Township of Tsakane Extension 5, Registration Division, Transvaal, being 15442 Tsakane Extension 5, Brakpan, 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 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 December 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K200.)

Case 5733/94

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 **Chuene, John Lesetja**, First Execution Debtor, and **Dikotla, Martha**, 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 31 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 3168, situated in the Township of Likhole Extension 1, Registration Division IR, Transvaal, being 3168 Likhole Extension 1, measuring 222 (two hundred and twenty-two) square metres.

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

**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 December 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.201.)

**KENNISGEWING VAN VERKOPING IN EKSEKUSIE**

Ingevolge uitsprake van die Landdroshof van Vanderbijlpark en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 3 Februarie 1995 om 10:00, by die Landdroskantoor, Vanderbijlpark.

**Eksekusieskuldeiser:** **Nedcor Bank Beperk**, voorheen bekend as Nedperm Bank Beperk.

**Verkoopvoorwaardes:**

1. Die eiendomme sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig en die regte van Verbandhouers en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bogenootskapwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne veertien (14) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien (14) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

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

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

5. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

**Saak 5449/89.**

**Vonniskskuldenaar: Tebogo Harold Hloahloa en Motsabi Berlina Hloahloa**

**Eiendom:** Alle reg, titel en belang in die huurpag ten opsigte van Perseel 8348, in die dorpsgebied Sebokeng, Eenheid 7, Registrasieafdeling IQ, Transvaal, groot 383 vierkante meter.

**Verwysing:** P9/1151.

**Beskrywing:** Tweeslaapkamerhuis met sitkamer en kombuis.

**Saak 5517/89.**

**Vonniskskuldenaar: Dingaan Jeremiah Chibase en Nthabiseng Regina Chibase**

**Eiendom:** Alle reg, titel en belang in die huurpag ten opsigte van Perseel 2563, in die dorpsgebied Sebokeng, Eenheid 13, Registrasieafdeling IQ, Transvaal.

**Groot:** 501 vierkante meter.

**Verwysing:** P9/293.

**Beskrywing:** Twee slaapkamerhuis met sitkamer, kombuis en bediendekamer.

Gedateer te Vanderbijlpark op hede die 3de dag van Desember 1994.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

**Saak 374/93**

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

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **J. S. Mahlase**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 26 Augustus 1993 toegestaan is, op 27 Januarie 1995 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 2224, geleë in die dorpsgebied Ackerville, Registrasieafdeling JS, Transvaal, groot 217 (twee een sewe) vierkante meter, gehou kragtens Akte van Transport TL37823/85.

Die eiendom is as volg verbeter (nie gewaarborg): 'n Woonhuis met slaapkamers, kombuis, sitkamer, familiekamer, motorhuis, drie badkamers en eetkamer.

*Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:*

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1994, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 13de dag van Desember 1994.

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaen en Northeystraat, Posbus 727, Witbank.

**Saak 322/92**

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

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **Nicolaas Francois Herbst**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 23 Februarie 1994 uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieder op 9 Februarie 1995 om 10:00:

Erf 44, Edleen-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 033 (eenduisend drie-en-dertig) vierkante meter, bekend as Crypto Mariastraat 17, Kempton Park.

*Voorwaardes van verkoping:*

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

2. Die volgende verbeteringe op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:  
*Woonhuis:* Eetkamer, sitkamer, familie kamer, kombuis, vier slaapkamers, twee badkamers en twee toilette.  
*Buitegeboue:* Enkel motorhuis, afdak en oprit.

*Ander:* Beton mure, swembad en kroeg.

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

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

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Centraallaan 20, Privaatsak 53, Kempton Park, 1620.  
 (Verw. mnr. McKenzie/zk/DB/U771.)

Case 01742/94

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Sehanka: Tebello 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 offices of the Sheriff, Vanderbijlpark at the main entrance hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 27 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Suite C, 5 Rietbok Building, General Hertzog Street, Vanderbijlpark, prior to the sale:

The right, title and interest in the leasehold in and to Site 1209, Sebokeng, Unit 6 Extension 2 Township, Registration Division IQ, Transvaal, measuring 300 (three hundred) square metres.

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

A single storey residential dwelling, plastered and painted brick under tiled roof comprising of a lounge, kitchen, two bedrooms, bathroom and water closet. No outbuildings.

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

Dated at Vanderbijlpark this 5th day of December 1994.

Moordie & Robertson, c/o Rooth & Wessels, P.O. Box 21, Concorde Building, Attie Fourie Street, Vanderbijlpark. [Tel. (016) 33-0081.] (Ref. Mr Uys/NM P4/62.)

Saak 7093/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Klesta Samy Pillay**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met 7 September 1994, sal die ondervermelde eiendom op Vrydag, 3 Februarie 1995 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 247, geleë in die dorp Sakhrol-uitbreiding 1, Registrasieafdeling IP, Transvaal, groot 991 vierkante meter, bekend as Abdool Karastraat 48, Sakhrol.

*Onderhewig aan die volgende voorwaardes:*

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die oorbetalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoping, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie:

'n Enkelverdiepingwoning bestaande uit drie slaapkamers, badkamer, kombuis, eetkamer en sitkamer.

*Buitegeboue:* Twee motorhuise.

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

Gedateer te Klerksdorp op hierdie 7de dag van Desember 1994.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, Permanente Gebou, Boomstraat, Posbus 22, Klerksdorp, 2570.



## IN DIE LANDDRHOSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **David Davids**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof Klerksdorp, en lasbrief vir eksekusie teen goed met datum 16 November 1993, sal die ondervermelde eiendomme op Vrydag, 3 Februarie 1995 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Erf 176, geleë in die dorp Alabama, Registrasieafdeling IP, Transvaal, groot 620 vierkante meter.

Erf 177, geleë in die dorp Alabama, Registrasieafdeling IP, Transvaal, groot 506 vierkante meter.

*Onderhewig aan die volgende voorwaardes:*

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit drie slaapkamers, badkamer, kombuis, eetkamer en sitkamer.

*Buitegeboue:* Motorhuis en twee stoorkamers.

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

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

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Permanentegebou, Boomstraat, Eerste Verdieping; Posbus 22, Klerksdorp, 2570.

Saak 6718/90

## IN DIE LANDDRHOSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Martha Etresia du Plessis**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof Klerksdorp, en lasbrief vir eksekusie teen goed met datum 9 Maart 1994, sal die ondervermelde eiendom op Vrydag, 10 Februarie 1995 om 09:00, te Balju vir die Landdroshof, Colonial Mutualgebou, Andersonstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 3148, geleë in die dorp Stilfontein-uitbreiding 4, Registrasieafdeling IP, Transvaal, groot 2 234 vierkante meter, ook bekend as Stilfonteinweg 174, Stilfontein.

*Onderhewig aan die volgende voorwaardes:*

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit drie slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer en familiekamer.

*Buitegeboue:* Twee motorhuise en bediendekamer.

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

Gedateer te Klerksdorp op hierdie 6de dag van Desember 1994.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Permanentegebou, Boomstraat, Eerste Verdieping; Posbus 22, Klerksdorp, 2570.

Case 20156/94  
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 **Greig, Robert John**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

*Certain:* Portion 1 of Erf 915, situated in the Township of Melville, Registration Division IR, Transvaal, being 138, Third Avenue, Melville, Johannesburg, measuring 362 (three hundred and sixty-two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with tile roof, comprising kitchen, lounge/dining-room, walk-in cupboard, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, 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 9th day of December 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/G.195.)

Case 22894/94  
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 **Ndlovu, Aubrey Joseph**, First Execution Debtor, and **Ndlovu, Sylvia Thandi**, 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 131 Marshall Street, Johannesburg, on 2 February 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

**Certain:** Erf 1623, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 1623 Protea Glen Extension 1, Johannesburg, measuring 216 (two hundred and sixteen) 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 9th day of December 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/N276.)

Saak 9706/89

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

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **Pierre Aurret Jansen**, Eerste Verweerder, **Suzanne Leanette Jansen**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 25 Februarie 1992, sal die Tweede Verweerder se een derde aandeel in ondergemelde onroerende eiendom, sonder 'n reserweprys, deur die Balju, in eksekusie verkoop word op 25 Januarie 1995 om 10:00:

Eenheid 6, in die deeltitelskema bekend as Dennehoek (Skema 13); grootte 184 vierkante meter, gehou kragtens Sertifikaat van geregistreerde Deeltitel ST22097/1992. (Die eiendom is ook beter bekend as Dennehoek 6, Jacobsrylaan 66, Lynwoodrif).

**Plek van verkoping:** Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

**Verbeterings:** Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Dupleks woonstel, bestaande uit twee slaapkamers, twee badkamers, aparte toilet, aparte stort, sitkamer, eetkamer, TV/gesinskamer, studeerkamer en kombuis.

**Buitegeboue:** Synde twee motorhuise.

**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 1ste dag van Desember 1994.

Mev. M. Naude, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volkswaardes-gebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. mnr. Luderitz/mev. Naude/avdp/F2067/L1.)

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

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06.), Eiser, en **T. J. Kolobe**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 15 Februarie 1994 sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 27 Januarie 1995 om 10:00, deur die Balju, van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

*Eiendom:* Erf 1469, Evaton-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 330 vierkante meter.

*Verbeterings:* Teëldak, teëls en matte, sit/eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

*Verkoopvoorwaardes:*

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66, van die Landdroshowewet, No. 32 van 1944, soos gewysig en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

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

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapswaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van Transport van die eiendom in die naam van die koper.

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

4. Die eiendom word verkoop onderworpe aan die terme en voorwaardes en beperkinge soos neergelê in die titelvoorwaardes van die eiendom.

Gedateer te Vanderbijlpark hierdie 7de dag van Desember 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (I40012/ip.)

Saak 9738/94

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

In die saak tussen **Nedcor Bank**, Eiser, en **Sedie Anna Sehularo**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en 'n lasbrief vir eksekusie teen Goed oop 28 September 1994 die ondervermelde eiendom op Vrydag, 3 Februarie 1995 om 10:00, te Balju, vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag en opsigte van:

Erf 163, Jouberton-uitbreiding 2-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 402 (twee honderd-en-vier) vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddelik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapswaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdieping woning bestaande uit: Drie slaapkamers, badkamer, kombuis, eetkamer en sitkamer.

*Buitegeboue:* 'n Motorhuis.

4. *Voorwaardes van verkoop:*

Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju, vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

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

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanente-gebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570.



Case 63822/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Albertus Abraham Janse van Rensburg**, First Defendant, and **Isabella Sussanna Johanna van Rensburg**, Second Defendant

In execution of a judgement of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 22 February 1995 at 10:00, to the highest bidder:

*Certain:* Erf 1286, situated in the Township of The Reeds Extension 5, Registration Division JR, Transvaal, measuring 1 000 square metres, situated at 3 Dormel Street, The Reeds Extension 5, Verwoerdburg.

*Terms and conditions:*

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

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

*Description of property:* House, lounge, kitchen, dining-room, three bedrooms, one and a half bathroom, shower and two w.c's.

*Outbuildings:* Double carport and w.c.

*Other:* Court yard, walls, swimming-pool and paving.

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

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

Signed at Pretoria on this 15th day of December 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M. Kirsten/N1313.)

Case 6882/93

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

In the matter between **First National Bank**, Plaintiff, and **A. Ndimande**, First Defendant, and **B. P. Ndimande**, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted 18 January 1994, and subsequent warrant of execution, the following property will be sold in execution on 3 February 1995 at 11:00, by the Sheriff of the Court at his premises being 439 Prince George Avenue, Brakpan, to the highest bidder:

*Property:* Erf 2372, Tsakane Township, Registration Division IR, Transvaal, measuring 261 (two hundred and sixty-one) square metres, held by Certificate of Registered Grant of Leasehold TL39849/1988, also known as 2372 Masiyane Street, Tsakane, Brakpan.

*Description of the property:* Face brick walls under tiled roof consisting of lounge, two bedrooms and bathroom (no warrant or undertaking is given in relation to the nature of the above described improvement).

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

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

P. J. Cowling, for Trollip, Cowling & Janeke, Notaries and Conveyancers, P.O. Box 38, Brakpan; c/o Ivan Davies, Theunis- sen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs, 1560. (Tel. 812-1050/9.) (Ref. Mr Ash- ton/NK/DN1633.)

Case 49186/94

## 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 **Ockert Gerbrand Neville van Schalkwyk**, Defendant

Pursuant of a judgment of the above Honourable Court, dated 29 June 1994, and a warrant of execution dated 26 September 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 3 February 1995 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg:

*Certain:* Erf 788, Jeppestown Township, Registration IR, Transvaal, situation 55 Browning Street, Jeppestown.

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

*Improvements:* Semi-detached dwelling-units consisting of two entrance halls, two lounges, two kitchens, two pantries and six bedrooms, area 495 square metres.

*Outbuildings:* Two servant's rooms, store-room and two toilets.

Property's held under Deed of Transfer T39213/93.

*Terms:* The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 131 Marshall Street, Johannesburg.

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

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

**Case 62558/94**

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 **Leon Aucamp**, First Defendant, and **Mrs Beverley Aucamp**, Second Defendant

Pursuant to a judgment of the above Honourable Court, dated 30 September 1994, and a warrant of execution dated 13 October 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 10 February 1995 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg:

*Certain:* Erf 46, Kenilworth Township, Registration Division IR, Transvaal, situation 217-217A Donnelly Street, Kenilworth, Johannesburg.

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

*Improvements:* Semi-detached dwelling units consisting of four bedrooms, two lounges, two kitchens, two bathrooms and two sculleries.

*Outbuildings:* Two servant's rooms and two toilets.

Area 495 square metres.

Property's held under Deed of Transfer T44595/93.

*Terms:* The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turfontein, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR4500/COLL/PM/LR.)

**Saak 2310/94**

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Trichardt Munisipaliteit**, Eiser, en **P. C. Smit**, Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 30 Augustus 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Februarie 1995 om 12:00, te die Baljukantoor, Cornellsstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 345, Trichardt, geleë in die dorp Trichardt, Registrasieafdeling IS, Transvaal.

Adres: Van Schalkwykstraat 27, Trichardt.

Groot: 1 487 (een vier agt sewe) vierkante meters.

Geteken te Secunda op hede hierdie 9de dag van Desember 1994.

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

**Saak 2310/94**

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Trichardt Munisipaliteit**, Eiser, en **P. C. Smit**, Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 30 Augustus 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Februarie 1995 om 12:00, te die Baljukantoor, Cornellsstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 347, Trichardt, geleë in die dorp Trichardt, Registrasieafdeling IS, Transvaal.

Adres: Van Schalkwykstraat 29, Trichardt.

Groot: 1 487 (een vier agt sewe) vierkante meters.

Geteken te Secunda op hede hierdie 9de dag van Desember 1994.

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

Saak 2310/94

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

In die saak tussen **Trichardt Munisipaliteit**, Eiser, en **P. C. Smit**, Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 30 Augustus 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Februarie 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 349, Trichardt, geleë in die dorp Trichardt, Registrasieafdeling IS, Transvaal.

Adres: Van Schalkwykstraat 31, Trichardt.

Groot: 1 487 (een vier agt sewe) vierkante meters

Geteken te Secunda op hede hierdie 9de dag van Desember 1994.

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

Case 68540/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Maximilan Georg Hittinger**, First Defendant, and **Alicia Elizabeth Hittinger**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord, on 27 January 1995 at 11:00, to the highest bidder:

*Certain:*

(a) Section 2 as shown and more fully described on Sectional Plan SS73/93 in the scheme know as Doornpoort 174 in respect of the land and buildings situated at Doornpoort, Registration Division JR, Transvaal, measuring with a floor area of 124 square metres, situated a Unit 2, Doornpoort, 824 Wilger Street, Doornpoort.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance as endorsed on the said sectional plan.

*Terms and conditions:*

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

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

*Description of property:* Duethouse, lounge/dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s and shower.

*Outbuilding:* Double carport and garden.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Portion 83, De Onderstepoort, Bon Accord, old Warmbath Road.

Signed at Pretoria on this 15th day of December 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Tkartoudes/M. Kirsten/N1066.)

Case 32574/93

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 **Molebeleli, Lebaka Abner**, 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, 2 February 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:* All right, title and interest in the leasehold in respect of Erf 5058, situated in the Township of Chiawelo Extension 4, Registration Division IQ, Transvaal, being 5058 Inkonjane Street, Chiawelo Extension 4, Soweto, Johannesburg, measuring 261 (two hundred and sixty-one) square metres.

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

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



*Terms:* 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable again 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) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 14th day of December 1994.

S. A. Simpson, 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/M737.)

**Case 24305/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Heling: Eveline Johanna**, First Defendant, and **Heling: Florian**, 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 3 February 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 842, Minnebron Township, Registration Division IR, Transvaal, situated at 19 Ash Street, Minnebron, Brakpan, measuring 1 135 (one thousand one hundred and thirty-five) square metres.

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

Building built of brick and plaster, tiled roof, comprising of a lounge, kitchen, dining-room, three bedrooms, bathroom and a double 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on the 14th 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/U00277 (UB277).]

**Saak 2351/92**

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk NR. 86/04794/06** (Allied Bank Divisie), Eiser, en **M. S. Ramokongoane**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 20 Januarie 1995 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Vereeniging:

*Sekere:* Gedeelte 14 van Erf 1498, Ironsyde-dorpsgebied, Registrasieafdeling IQ, Transvaal (Cecilestraat 14, Debonairpark, De Deur), groot 889 vierkante meter.

*Verbeterings:* Drie slaapkamers, badkamer met toilet, ingangsportaal, sitkamer, eetkamer en kombuis.

*Terme:* Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, Wet No. 32 van 1994, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien (10%) persentum van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 16,25% (sestien komma twee-vyf persent) per jaar vanaf datum van koop tot datum van betaling.
- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die Koper sal ook aanspreeklik wees vir betaling van Afslaaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

*Voorwaardes:* Die voorwaardes van koop sal deur die Balju, Landdroshof uitgelees word onmiddelik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 13de dag van Desember 1994.

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

Case 4480/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsatsi Phillip April**, First Defendant, and **Popi Rose April**, Second Defendant

On 3 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg:

*Certain:* Right of leasehold in respect of Erf 1657, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1657 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H0417.)

Case 25969/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Xaba, Lawrence Thabo**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9456, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9456, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned Residential.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. 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 7th 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. X21977/PC.)

Case 23635/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zwane, Jabulane**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9369, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9369, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned Residential.

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

Signed at Johannesburg on the 8th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. Z22316/PC.)

**Saak 1301/94**

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

In die saak tussen **Eerste National Bank Beperk**, Eiser, en **L. E. M. Maake**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 26 April 1994, sal die volgende eiendom in eksekusie verkoop word te Edwardslaan 50, Westonaria, op 3 Februarie 1995 om 10:00, aan die hoogste bieder, naamlik:

Hoewe 229, Wesrand-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,0284 (twee komma nul twee agt vier) hektaar, gehou kragtens Transportakte T81876/90, ook bekend as Hoewe 229, Wesrand-landbouhoewes, Westonaria.

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

**Hoofgebou:** Ses slaapkamers, badkamer, kombuis, twee sitkamers, spens en eetkamer.

**Buitegeboue:** Motorhuis en motorafdek.

**Titelaktevoorwaarde:** Streng vir woningdoeleindes alleenlik.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Westonaria ondersoek word.

Gedateer te Johannesburg op die 12de dag van Desember 1994.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 138/93B.)

**Saak 72262/94**

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

In die saak tussen **Eerste National Bank Beperk**, Eiser, en **R. Rajdeo**, Eerste Verweerder, en **P. Rajdeo**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 9 September 1994, sal die volgende eiendom in eksekusie verkoop word te Edwardslaan 50, Westonaria, op 3 Februarie 1995 om 10:00, aan die hoogste bieder, naamlik:

Erf 2591, Lenasia-Suid-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 760 (sewehonderd-en-sestig) vierkante meter, gehou kragtens Transportakte T50146/1989, ook bekend as 2591 Hibiscussingel, Lenasia-Suid.

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

**Hoofgebou:** Enkelverdieping, drie slaapkamers, badkamer, toilet, kombuis en sitkamer.

**Buitegeboue:** Geen.

**Titelaktevoorwaarde:** Streng vir woningdoeleindes alleenlik.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Westonaria ondersoek word.

Gedateer te Johannesburg op die 12de dag van Desember 1994.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 148/93B.)

**Case 23583/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thabethe Elias**, First Defendant, and **Thabethe Tesia**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9487, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9487, Etwatwa Extension 15 Township, Benoni.



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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T21958/PC.)

Case 23664/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sebatana Tumelo James**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9616, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9616, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 7th 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. S21966/PC.)

Case 25967/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Salanyane Mmamudi Jacobeth**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9541, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9541, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 7th 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. S21968/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rammego William Shimi**, First Defendant, and  
**Rammego Annah Popple**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9268, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 9268, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R21969/PC.)

Case 26862/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsotetsi Thazi Rex**, First Defendant, and **Tsotetsi Jane Jermina**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9655, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 149 (one hundred and forty-nine) square metres, situated at Erf 9655, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T22542/PC.)

Case 28238/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsholo Kenneth**, First Defendant, and **Tsholo Boniswa**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9486, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9486, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T22624/PC.)

**Case 23590/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tigele Oupa Samson**, First Defendant, and **Tigele Ruth Magdeline**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9509, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9509, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T22312/PC.)

**Case 23755**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thobane Solomon Zephaniah**, First Defendant, and **Dhladhla Simangalisso 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9528, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9528, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 11th 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. T21957/PC.)



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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nthite Abel Mabothe**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9154, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 184 (one hundred and eighty-four) square metres, situated at Erf 9143, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 11th 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. N22030/PC.)

Case 25961/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nongwe Neyembezi Joseph**, First Defendant, and **Nongwe Nomakhosi Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9573, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9573, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, lounge, three bedrooms, bathroom 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N21984/PC.)

Case 28241/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkabinde Absolome Mpiyakhe**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9333, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9333, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N22630/PC.)

Case 23750/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Twala Shadrack**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9475, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9475, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 7th 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. T21993/PC.)

Case 23568/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ramaube Morewane Donald**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9492, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9492, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, bedroom, kitchen and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R21970/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Poo Godfrey Samuel Trevor Thabang**, First Defendant, and **Goge Nonhlanhla Merica**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9338, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9338, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 11th 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. P21972/PC.)

Case 23955/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pheku Ronnie**, First Defendant, and **Pheku Sarah**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9563, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9563, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. P21973/PC.)

Case 23668/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntsaoana Trevor Isaac**, First Defendant, and **Ntsaoana Mapule Sannah Salome**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9542, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9542, Etwatwa Extension 15 Township, Benoni.



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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N22029/PC.)

**Case 25972/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngomane Paulus**, First Defendant, and  
**Gaqangana Nontobeko Sylvia**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9348, Etwatwa Extension 15 Township, Registration Division, IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9348, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, bathroom and three 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). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N22021/PC.)

**Case 23581/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngobeni Eckosn Mukhuva**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9614, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9614, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, bedroom, kitchen and bathroom.

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 9th day of November 1994.

Ismail Ayob & Partner, Plaintiff's Attorneys, 26th Floor, Souther Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N22023/PC.)

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9562, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9562, Etwatwa Extension 15 Township, Benoni.

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

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

Signed at Johannesburg on this the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N22024/PC.)

Case 23661/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndebele Sithembiso 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 by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9577, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty seven) square metres, situated at Erf 9577, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N22018/PC.)

Case 23593/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Motala Daniel Neni**, First Defendant, and **Mdlalose Lindiwe Elsie**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9593, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9593, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21905/PC.)

Case 5644/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mussane Malene Solomone**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9111, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 203 (two hundred and three) square metres, situated at Erf 9111, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 8th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23071/PC.)

Case 23618/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndaba Isac**, First Defendant, and **Makhopa Jeanett**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9184, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 161 (one hundred and sixty-one) square metres, situated at Erf 9184, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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



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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N22019/PC.)

Case 23757/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngwenya Solomon Ambrose**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9505, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9505, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 11th 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. N22020/PC.)

Case 23675/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molokomme William Samuel**, First Defendant, and **Molokomme Regina Dories**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9642, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9642, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 8th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21909/PC.)

Case 25697/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moloto Alfred**, First Defendant, and **Phala Theresa Mapule**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9648, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9648, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:  
Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 7th 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. M22423/PC.)

Case 23617/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Monnapule Christopher**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9526, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9526, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:  
Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 7th 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. M21907/PC.)

Case 23586/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mooka Mirriam**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9479, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 149 (one hundred and forty-nine) square metres, situated at Erf 9479, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21897/PC.)

**Case 31069/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mofokeng Hendrick Tomello**, First Defendant, and  
**Mofokeng Julia Mapule**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9275, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 212 (two hundred and twelve) square metres, situated at Erf 9275, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, three bedrooms, bathroom, lounge 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22796/PC.)

**Case 23592/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mofokeng Percy Thabo**, First Defendant, and  
**Mofokeng Mavis Nomawethu**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9182, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 230 (two hundred and thirty) square metres, situated at Erf 9182, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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



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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21902/PC.)

**Case 23613/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mojapelo Mualusi Frank**, First Defendant, and  
**Mofokeng Nomasondo Rachel**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9336, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 149 (one hundred and forty-nine) square metres, situated at Erf 9336, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 8th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21920/PC.)

**Case 23657/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokoena Pule Libios**, First Defendant, and  
**Mokoena Virginia Baisie**, 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 Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9199, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 358 (three hundred and fifty-eight) square metres, situated at Erf 9199, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, two 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on the 8th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21919/PC.)

Case 23594/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mhlongo, James**, First Defendant, and **Dube Melita Nomgqibelo**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9550, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9550, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 7th 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. M21900/PC.)

Case 23752/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mkhabela, Manie Rose**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9660, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9660, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, three bedrooms, bedroom, lounge 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 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21904/PC.)

Case 23662/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mlambo, Tray Ephriam**, First Defendant, and **Boroko Sinah Malope**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9607, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9607, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned residential.

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

Signed at Johannesburg on the 8th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21903/PC.)

**Case 25534/92**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mnyakeni, Vusimuzi Samuel**, First Defendant, and **Mnyakeni, Lastborn Angeline**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9379, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9379, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos 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 charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 8th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22454/PC.)

**Case 23659/92**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mhlanga Lazarus**, First Defendant, and **Mhlanga Doris Ntombifuthi**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9201, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 356 (three hundred and fifty-six) square metres, situated at Erf 9201, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 12th 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. M21932/PC.)



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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mdoko Mzimasi Langster**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9127, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 244 (two hundred and forty-four) square metres, situated at Erf 9127, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 12th 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. M22424/PC.)

Case 28252/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mentz 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, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 31 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 1780, Brackendowns Extentsion 2 Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, situated at 79 Andries Street, Brackendowns, Alberton.

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, family room, three bedrooms, two bathrooms and two toilets.

**Outbuilding:** Double garage, swimming-pool 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). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 9th 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. M60036/AB.)

Case 26296/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Nemaungani Munyadziwa Simon**, First Defendant, and **Ngwenya Nomalanga Josephine**, 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 at the Sheriff's Office, at 439 Prince George Avenue, Brakpan, on 3 February 1995 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 439 Prince George Avenue, Brakpan, prior to the sale:

Erf 14850, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 14850, Tsakane Extension 5 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, two bedrooms and bathroom.

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 28th 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. N28819/SC.)

**Case 23650/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matlala Michael**, First Defendant,  
**Matlala Mirriam Sesi**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9399, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9399, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned: Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21917/PC.)

**Case 23639/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mathe Gabriel**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9119, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 181 (one hundred and eighty-one) square metres, situated at Erf 9119, Etwatwa Extension 15 Township, Benoni, 1507.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 15th 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. M21946/PC.)

Case 25964/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mdlalose Balazi Sampson**, First Defendant, and  
**Mdlalose Mampa Ada**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9209, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9209, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 12th 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. M21894/PC.)

Case 25715/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbonze Matias**, First Defendant,  
**Mbonze Dorah Norah**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9170, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 184 (one hundred and eighty four) square metres, situated at Erf 9170, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 12th 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. M22427/PC.)

Case 23763/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbatha Vusumuzi Benjamin**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9605, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9605, Etwatwa Extension 15 Township, Benoni.



The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, bathroom and three 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). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 7th 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. M21953/PC.)

**Case 25718/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mavuso Sibongile Tryphinah**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9527, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9527, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 12th 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. M22429/PC.)

**23756/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mavhungu Thinandavha Patrick**, First Defendant, and **Mncube Gabisile Lena**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9603, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9603, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 12th 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. M21951/PC.)

Case 3760/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matloteng Elias Kakayi**, First Defendant, and  
**Matloteng Makylamana Nellie**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9653, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9653, Etwatwa Extension 15 Township, 1507.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 16th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21898/PC.)

Case 25532/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashia Mojalefa Enos**, First Defendant,  
**Mashia Caroline Nomsa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9113, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 9113, Etwatwa Extension 15 Township, Benoni, 1507.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 11th 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. M22452/PC.)

Case 23610/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashego Kwanebotse Larky**, First Defendant, and  
**Mashego Somahle Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9450, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres situated at Erf 9450, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 12th 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. M21944/PC.)

Case 23749/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Masondo Andrew Dumisani**, First Defendant, and  
**Masondo Priscilla**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9386, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9386, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, dining-room, lounge, kitchen, bedroom and bathroom.

The property is zoned: Residential

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

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

Signed at Johannesburg on this the 12th 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. M21947/PC.)

Case 23560/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Masupha Jabulani David**, First Defendant, and **Masupha Elizabeth Hlamkile**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right title, and interest in the leasehold in respect of Erf 9635, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty seven) square metres, situated at Erf 9635, Etwatwa Extension 15 Township, Benoni.



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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 12th 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. M22164/PC.)

**Case 25705/92**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Masanabo Piet Meyiwa**, First Defendant, and **Masanabo 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 Office, at 49 Kemston Avenue, Benoni, 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9439, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 149 (one hundred and forty-nine) square metres, situated at Erf 9439, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 12th 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. M22442/PC.)

**Case 23580/92**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maseko Solomon**, First Defendant, and **Maseko Shirley Yvonne**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9390, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9390, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 12th 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. M21943/PC.)

Case 25707/92

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9442, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9442, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, two bedrooms, bathroom 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on this the 12th 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. M22416/PC.)

Case 23667/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashigo Richard Sidney**, First Defendant, and **Mashigo Elizabeth Nomakhephu**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9329, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9329, Etwatwa Extension 15 Township, Benoni, 1507.

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

The property is zoned: Residential.

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

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

Signed at Johannesburg on this the 11th 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. M21933/PC.)

Case 25690/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Manana, Boy Enoch**, First Defendant, and **Manana, Zodwa 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9354, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf. 9354, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, three 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

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

Signed at Johannesburg on the 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22418/PC.)

**Case 23761/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mapekotsa, Ernest Mosiuoa**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9641, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 175 (one hundred and seventy-five) square metres, situated at Erf 9641, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21938/PC.)

**Case 23607/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maphela, Magdeline Khabo**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9432, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9432, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21899/PC.)



Case 23334/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marabe, Joseph John**, First Defendant, and  
**Marabe, Matibane 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9364, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9364, Etwatwa Extension 15 Township, Benoni.

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

Dwelling consisting of two bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M24205/PC.)

Case 23669/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makola, Mashoene Wilfred**, First Defendant, and  
**Makola, Mamponyane**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9446, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9446, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21956/PC.)

Case 23666/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malapela, Kuli Joseph**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9552, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9552, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21955/PC.)

**Case 7559/93**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malaza, Mfokeni Clement**, First Defendant, and **Malaza, Mankuru Christina**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9312, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9312, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23185/PC.)

**Case 23572/92**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maleka, Robert**, First Defendant, and **Maleka, Martha Bayile**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9538, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9538, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21950/PC.)

Case 6814/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mahamba, Landiwe Michael**, First Defendant, and **Mahamba, Christina Maria Moepi**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9353, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9353, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23145/PC.)

Case 25720/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mahlangu, Paulos**, First Defendant, and **Ditlhake, Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9214, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9214, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, kitchen, lounge, 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 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22434/PC.)



Case 25702/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Majola, Zwelitini**, First Defendant, and **Majola, Mamaswazi Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9647, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9647, Etwatwa Extension 15 Township, Benoni.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22446/PC.)

Case 25709/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makara, Mamotebang Julia**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9222, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9222, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, lounge, kitchen, 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 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22445/PC.)

Case 23608/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khumalo, Hayimane John Mbongeni**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions, and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9349, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9349, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned Residential.

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K22001/PC.)

Case 27759/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khumalo, Sydney**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions, and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9658, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9658, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, dining-room, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Signed at Johannesburg on the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K22612/PC.)

Case 23649/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabena, Amos Vusumuzi**, First Defendant, and **Mabena, Jacobeth**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions, and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9193, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 269 (two hundred and sixty-nine) square metres, situated at Erf 9193, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned Residential.

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

Signed at Johannesburg on the 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21931/PC.)

Case 23754/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabuse, Richard Thuwana**, First Defendant, and **Mabuse, Edith Matlakala**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions, and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9520, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9520, Etwatwa Extension 15 Township.

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

The property is zoned Residential.

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

Signed at Johannesburg on the 10th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21937/PC.)

Case 25758/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Monametsi Raphokwane 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 by the Sheriff at the Salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 3 February 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 2586, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 283 (two hundred and eighty-three) square metres, situated at 2586 Andries Molaudla Street, 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.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 28th day of 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. M28701/PC.)

Case 23637/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Baloyi Mbhazima George**, First Defendant, and **Baloyi Ziphethile Alivina**, 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9636, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9636, Etwatwa Extension 15 Township, Benoni.



The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen, bathroom.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. B21998/PC.)

**Case 23678/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gabade Moses**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9341, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9341, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 9th day of November 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. G21996/PC.)

**Case 25962/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khosa Thompson Machonisi**, Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the office of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9455, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9455, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, three bedrooms, bathroom 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 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. K22000/PC.)

Saak 1669/94

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

In die saak tussen **Nedcor Bank**, Eiser, en **Aupa Daniel Serame**, Eerste Verweerder, en **Mamakgalanyane Rebecca Serame**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir ekskusie teen goed met datum 3 Mei 1994, sal die ondervermelde eiendom op Vrydag, 3 Februarie 1995 om 10:00, te die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

All reg, titel en belang in die huurpag ten opsigte van Erf 233, Jouberton-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 315 vierkante meter.

*Onderhewig aan die volgende voorwaardes:*

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit drie slaapkamers, twee badkamers, kombuis, eetkamer en sitkamer. *Buitegeboue*: Twee motorhuise.

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

Gedateer te Klerksdorp op hierdie 12de dag van Desember 1994.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanentegebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570.

Case 12304/90

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

In the matter between **Nedperm Bank Limited**, now known as Nedcor Bank Limited, Execution Creditor, and **Nthombekaya Miranda Maninjwa**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 17 January 1991, the following property will be sold in execution on Friday, 3 February 1995 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder viz:

The Execution Debtors right, title and interest in and to the right of leasehold in respect of Erf 4314, Dobsonville Township, Registration Division IQ, Transvaal, in extent 472 (four hundred and seventy-two) square metres, held by Certificate of Registered Grant of Leasehold TL38438/1989, known as 4314 Dobsonville, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under a tiled roof, said to contain a dining-room, three bedrooms, kitchen, two bathrooms, in regard to which, however, nothing is guaranteed.

*Terms*: R5 000 or 10% (ten per centum) of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 30 (thirty) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort.

*Date*: 12 December 1994.

Messrs Louw & Heyl, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/901153/21808.)

Case 25988/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khumalo, Thando Joseph**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 3 February 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 9105, Dobsonville Extension 3 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 359 (three hundred and fifty-nine) square metres, situated at Erf 9015, Dobsonville Extension 3 Township, Roodepoort.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 28th 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. K28730/PC.)

Case 26718/94

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makowa, Boy Lazarus**, First Defendant, and **Makowa, Mpankana Francina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 3 February 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 3580, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 302 (three hundred and two) square metres, situated at Erf 3580, Dobsonville Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Woonhuis onder sindak, drie slaapkamers, sitkamer/eetkamer, kitchen, badkamer, toilet and bathroom.

*Buitegebou:* Motorhuis.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 28th day of 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. M28831/PC.)

Case 10881/94  
P.H. 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 **Gambon, Jeffrey Pierre**, First Execution Debtor, and **Gambon, Celeste**, 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 3 February 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 for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain Erf 192, situated in the Township of Radiokop Extension 3, Registration Division IQ, Transvaal, being 1181 Opera Road, Radiokop Extension 3, Roodepoort, measuring 837 (eight hundred and thirty-seven) square metres.

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

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

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

Dated at Johannesburg this 13th day of December 1994.

S. A. Simpson, 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/G.182.)



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

In the matter between **The Standard Bank of S.A. Ltd.**, Execution Creditor, and **Mashego, Nyatsheng Norman**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Boksburg, on 3 February 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

**Certain:** All right, title and interest in the leasehold in respect of Erf 13058, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 13058 Le Holi Street, Vosloorus Extension 23, Boksburg, measuring 319 (three hundred and nineteen) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 13th day of December 1994.

S. A. Simpson, 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/M929.)

Saak 21670/93

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

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **Govindamah Perumal Govender**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 7 Desember 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 25 Januarie 1995 om 10:00:

Erf 1081, geleë in die dorpsgebied Noordwyk-uitbreiding 9, Registrasieafdeling JR, Transvaal, grootte 1 064 vierkante meter, gehou kragtens Akte van Transport T63567/1991. Die eiendom is ook beter bekend as Jakarandastraat 1081, Noordwyk, Halfway House.

**Plek van verkoping:** Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria.

**Verbeterings:** Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n teëldak bestaande uit steen- en pleistermure, sitkamer, eetkamer, kombuis, vyf slaapkamers, twee badkamers, twee storte, twee toilette en buitegebou bestaande uit badkamer en toilet.

**Verkoopvoorwaardes:** Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Edenpark, Hoewe 83, Lyttelton-landbouhoewes, Verwoerdburgstad, waar dit gedurende normale kantooreure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 14de dag van Desember 1994.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volsbankgebou, Kerkplein 22, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. V. d. Burg/MH/F7149/B1.)

Case 24029/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marius Groenewald**, First Defendant, and **Rachel Magritha Groenewald**, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Bester Street, Nelspruit, on Friday, 10 February 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Nedbank Centre, Brown Street, Nelspruit, 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 756, situated in the Township of Nelspruit Extension 4, Registration Division JU, Transvaal, measuring 1 487 square metres, held by virtue of Deed of Transfer T99111/92, also known as 19 Venn Street, Nelspruit Extension 4.

**Improvements:** Three bedrooms, bathroom, kitchen, dining-room, lounge, two garages, swimming-pool and servants' quarters.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2113.)

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

In the matter between **N.B.S. Bank Limited**, Plaintiff, and **Botha, Lambertus van Gijn**, Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Thursday, 2 February 1995 at 10:00, at 131 Marshall Street, to the highest bidder:

Portion 1 of Erf 187, Bramley Township, Registration Division IR, Transvaal, measuring 1 487 square metres, held by Deed of Transfer T98396/1993.

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

*Main building:* Single storey, slate roof, fitted carpets, strip floors, lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower and two w.c.s'.

*Additional features:* Brick and concrete walls, pool, paved driveway, screen walls and court yard.

*Outbuildings:* Two garages and two servants' quarters.

*The material terms of the sale are:*

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, Johannesburg East.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.
5. The property shall be sold subject to any existing tenancy.
6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 20th day of November 1994.

Hertzberg-Margolis (Sandton), Ninth Floor, Twin Towers West, Sandton City, 2199; P.O. Box 784740, Sandton, 2146; c/o Hertzberg-Margolis, Third Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. Mr W. Fullard.)

Case 7484/93  
PH 10

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

In the matter between **Global Cargo Systems (Pty) Ltd**, Plaintiff, and **D C International Import & Export CC**, First Defendant, and **Hsu: Chu-Chan**, Second Defendant, and **Hsu: Michael**, 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 on 26 January 1995 at 10:00, at 131 Marshall Street, onwards of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the Sheriff's Office, Supreme Court, Johannesburg, prior to the date of sale:

Portion 1 of Erf 426, Kew Township, situated at 130 Ninth Avenue, Kew.

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

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

Dwelling-house consisting of a garage, lounge, dining-room, kitchen, bedrooms and bathroom.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000. Minimum charge of R100.

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

Beder - Friedland Inc., Plaintiff's Attorneys, The Forum, 340 Louis Botha Avenue, Orange Grove, Johannesburg, P.O. Box 51614, Raedene, 2124. (Tel. 485-1025.) (Fax. 485-1335.) (Ref. Mr S. B. Friedland/SR/G165.) Docex 205, Johannesburg.

Saak 33583/93  
PH 559IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrand Local Division)In die saak tussen **Islamic Bank Limited**, Eiser, en **Mariam Bibi Majid**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika, in bogenoemde saak, op 3 Mei 1994, sal 'n verkoping sonder 'n reserweprys onderhewig aan die Eiser gehou se goedkeuring gehou voor die kantoor Marshallstraat 131, Johannesburg, op 26 Januarie 1995, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur venduafslaer geleses sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Geregsbode voor die verkoping ter insae sal lê:

Erf 8492, Lenasia-uitbreiding 10-dorpsgebied, Registrasieafdeling IQ, Transvaal, grootte 1 144 (eenduisend eenhonderd vier-en-veertig) vierkante meter, gehou te Akte van Transport T25760/1993.

2. *Verbeteringe*: Daar is geen verbeteringe op die eiendom.

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

*Vendukoste*: Die koper moet afslaersgelde bereken teen 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 fooi van R6 000 (sesduisend rand) met 'n minimum van R200 (tweehonderd rand), op die dag van die verkoping betaal, en ook, wanneer daartoe versoek deur die prokureur van die vonnisskuldeiser, die transportkoste synde hereregte of belasting op toegevoegde waarde, soos die geval mag wees, fooie en seëls, en verder agterstallige belastinge en heffings, water en elektrisiteitsrekeninge en ander noodsaaklike koste (belasting op toegevoegde waarde ingesluit) om die transport te bewerkstellig. Al die voormelde bedrae is betaalbaar deur die koper as 'n verpligting bo en behalwe die koopprys.

4. Verkoopvoorwaardes by uitwinning van onroerende goed mag ondersoek word te die kantore van die Adjunk-balju van die Hooggeregshof, Marshallstraat 131, Johannesburg.

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

Osman Lachporia & Associates, Eiser se Prokureurs, Suite 1, Derde Verdieping, Laanweg 63, Fordsburg. (Ref. FEL/jm.)

Case 33583/93  
PH 559IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Islamic Bank Limited**, Plaintiff, and **Mariam Bibi Majid**, Defendant

1. On Thursday, 26 January 1995 at 10:00, at 131 Marshall Street, Johannesburg, the undermentioned property will be sold in execution of a judgment obtained in the above matter on 3 May 1994. The property to be sold is fully described as:

Erf 8492, Lenasia Extension 10 Township, Registration Division IQ, Transvaal, measuring 1 144 (one thousand one hundred and forty-four) square metres, held by Deed of Transfer T25760/1993.

2. There are no improvements to the property.

3. *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 guarantee to be furnished to the Plaintiff's attorneys within 14 days from the date of the sale.

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

4. The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court of Johannesburg.

Dated at Johannesburg on this 13th day of December 1994.

Osman Lachporia & Associates, Plaintiff's Attorneys, Suite 1, Third Floor, 63 Avenue Road, Fordsburg. (Ref. FEL/jm.)

Case 12349/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **Sookane, Sweetboy David**, Defendant

A sale without reserve price will be held at the office of the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 31 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Erf 9233, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 336 square metres, held by the Defendant under Deed of Transfer TL46085/89, being Stand 9233, Tokoza Extension 2.



Improvements described hereunder are not guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, separate w.c. and kitchen.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 7th day of December 1994.

K. J. Braadvedt, for Smith Jacobs & Braadvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 9337/93  
PH Case 8288/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Treister, Sheila Ann**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, on Thursday, 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff, Johannesburg East:

Erf 71, Observatory, Portion 1, Registration Division IR, Transvaal, measuring 2 091 square metres, held under Deed of Transfer T36054/1987, situated at 23 Observatory Road, Observatory, Johannesburg.

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

**Terms:** 10% (ten per centum) of the purchase price in cash on the date of sale, the balance payable against registration of transfer, to be secured by a bank, 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 the 31st day of January 1995.

Ivor Trakman & Partners, Attorneys for Execution Creditor, First Floor, 111 Twist Street, Hillbrow, Johannesburg. (Tel. 643-7037.) (Ref. P. Katz.)

Case 16356/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Schoeman, Maria Magdalena**, 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 West, 131 Marshall Street, Johannesburg, on Thursday, 2 February 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Portion 2 of Erf 1736, Triomf Township, Registration Division IQ, Transvaal, area 506 square metres, situation 68 Victoria Road, Triomf, Johannesburg.

**Improvements** (not guaranteed):

Single storey brick dwelling under tiles consisting of five rooms, kitchen, one and a half bathroom, floors tiles/Novilon/fitted carpets and two toilets.

**Outbuildings:** Single garage, staff quarters (separate from main building), toilet attached to main building, brick paved driveway, carport under IBR, face brick and precast walling.

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Small Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/FN3102.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Byleveld, Jan Dirk Heyns**, First Defendant, and **Byleveld, Pieterella Sagarya**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton on Tuesday, 7 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erven 242 and 243, Alrode South Extension 5 Township, Registration Division IR, Transvaal, measuring 1 556 m<sup>2</sup> (one thousand five hundred and fifty-six square metres) and 1 559 m<sup>2</sup> (one thousand five hundred and fifty-nine square metres) respectively, held by the Defendants under Deed of Transfer T9293/1993, being 9 and 11 Adamson Street, Alrode South Extension 5.

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

Erf 242 consists of offices, flats, shops and factories.

Erf 243 consists of vacant land.

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

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

Dated at Johannesburg on this 21st day of December 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 Road), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828-] [Fax. (011) 484-7548.] (Ref. Z01088/Mr Georgiades/md.)

Case 30/90

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

In the matter between **ABSA Bank Limited** (United) Judgment Creditor, and **Klaas Simane Langa**, First Judgment Debtor, and **Elizabeth Motshabi Langa**, Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Krugersdorp, and a warrant of execution dated 17 January 1990, the following property will be sold in execution on 1 February 1995 at 10:00, on the property, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, namely:

Certain Erf 5732, Kagiso Township, Registration Division IQ, Transvaal, measuring 289 square metres, held by ABSA Bank Limited (formerly trading as United Building Society).

*Improvements:*

House consisting of lounge, bathroom, three bedrooms, passage and kitchen.

*Outbuildings:* Garage and fencing (nothing is guaranteed).

*Conditions of sale:*

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

2. The purchase price shall be paid as follows:

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

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

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

Dated at Krugersdorp this 28th day of August 1994.

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

Case 9693/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Vuranda, Ituleleng Matthews**, First Defendant, and **Vuranda, Margaret Geli**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 182 Leeuwpoot Street, Boksburg, on Friday, 3 February 1995 at 11:15, 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, Boksburg, at 182 Leeuwpoot Street, Boksburg:

The right of leasehold in respect of Erf 6884, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 429 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL14039/91, being 6884 Vosloorus Extension 9, Boksburg.

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

The dwelling consists of 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 21st day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70816/Mr Preiss/kw.)

Case 6437/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bila, Nyiko Thomas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 182 Leeuwpoot Street, Boksburg, on Friday, 3 February 1995 at 11:15, 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, Boksburg, at 182 Leeuwpoot Street, Boksburg:

The right of leasehold in respect of Erf 61, Vosloorus Extension 5 Township, Registration Division IR, Transvaal, measuring 280 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL24076/91, being 61 Vosloorus Extension 5, Boksburg.

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

The dwelling consists of lounge, kitchen, three bedrooms, bathroom and toilet.

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

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

Dated at Johannesburg on this 21st day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70503/Mr Preiss/kw.)

Case 7333/94  
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 **Kgare, Isaac**, First Defendant, and **Kgare, Fisakwenzeke Thandiwe Octavia**, 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 439 Prince George Avenue, Brakpan, on Friday, 3 February 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, Brakpan, at 439 Prince George Avenue, Brakpan:

The right of leasehold in respect of Stand 596, Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 319 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL24229/88, being Stand 596, Tsakane Extension 1, Brakpan.



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

The dwelling consists of lounge, two bedrooms, kitchen, bathroom and kitchen.

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

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

Dated at Johannesburg on this 7th day of December 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94235/Mr Preiss/kw.)

Case 5978/94  
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 **Khumalo, Sonnyboy Aaron**, First Defendant, and **Khumalo, Ester Duduzile**, 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 439 Prince George Avenue, Brakpan, on Friday, 3 February 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, Brakpan, at 439 Prince George Avenue, Brakpan:

The right of leasehold in respect of Erf 18742, Tsakane Extension 8 Township, Resistration Division IR, Transvaal, measuring 280 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL23780/90, being Stand 18742, Tsakane Extension 8, Brakpan.

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

The dwelling consists of 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 7th day of December 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93650/Mr Preiss/kw.)

Case 5971/94  
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mchunu, July African**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 439 Prince George Avenue, Brakpan, on Friday, 3 February 1995 at 11:00, of the undermentioned immovable property of the Defendant on the conditions at which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Brakpan, 439 Prince George Avenue, Brakpan:

The right of leasehold in respect of Erf 33901 (previously Erf 942), Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 469 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL15749/91, being Stand 942, Tsakane Extension 1, Brakpan.

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

The dwelling consists of lounge, kitchen, three bedrooms, bathroom and toilet.

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

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

Dated at Johannesburg on this 7th day of December 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93624/Mr Preiss/kw.)

Case 1514/94  
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 **Hlatshwayo, Luke Reynold**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 182 Leeupoort Street, Boksburg, on Friday, 3 February 1995 at 11:15, 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, Boksburg, at 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Site 2731, in the Township of Vosloorus, measuring 260 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL5287/86, being 2731 Roets drive, Vosloorus, Boksburg.

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

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

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

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

Dated at Johannesburg on this 16th day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90792/Mr Preiss/kw.)

Case 20044/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sibiya, Mabunga Petrus N.O.**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 182 Leeupoort Street, Boksburg, on Friday, 3 February 1995 at 11:15, 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, Boksburg, at 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 8050, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 300 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL49357/88, being 8050 Vosloorus Extension 9, Boksburg.

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

The dwelling consists of lounge, dining-room, kitchen, three bedrooms, two bathrooms/w.c. and garage.

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

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

Dated at Johannesburg on this 21st day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72529/Mr Preiss/kw.)

Case 17332/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bhinca, Mzuvukile Owen**, First Defendant, and **Bhinca, Dorothy Lindise**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 3 February 1995 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 337, Cinderella Township, Registration Division IR, Transvaal, measuring 998 m<sup>2</sup>, held by the Defendants under Deed of Transfer T40253/93, being 18 Ruffel Street, Cinderella, Boksburg.

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

The dwelling consist of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., garage and 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 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 Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99341/Mr Preiss/kw.)

Case 23051/93  
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Maluleka, Hasani Harry**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 3 February 1995 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 12790, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, measuring 400 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL12966/91, being Stand 12790, Vosloorus Extension 23, Boksburg.

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

The dwelling consists of two bedrooms, lounge, kitchen, 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 the date of sale.

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

Dated at Johannesburg this 21st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75176/Mr Preiss/kw.)

Case 28026/93  
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 **Mpedi, Matsikelane Koos**, First Defendant, and **Mpedi, Ntombizodwa Sarah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 3 February 1995 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 1478, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 315 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL19551/89, being 1478 Vosloorus Extension 2, Boksburg.

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

The dwelling consists of three bedrooms, lounge, kitchen, 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 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 Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77103/Mr Preiss/kw.)



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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **S. C. Mazibuko**, First Defendant, and **Mrs A. Mazibuko**, Second Defendant

Pursuant to a judgment against the above Defendants of the above Honourable Court in the above-mentioned matter dated 10 November 1987 and an attachment of execution, the following property of the Defendants will be sold in execution on Friday, 27 January 1995 at 10:00, at the Main Entrance Hall Magistrate's Court, General Hertzog Street, Vanderbijlpark, to the highest bidder subject to the conditions which will be read by the auctioneer at the sale:

Site 21211, Sebokeng, Unit 14, Township, Registration Division IQ, Transvaal, measuring 330 square metres and held under Deed of Transfer TL22128/86. The property is also known as Stand 21211, Zone 14, Sebokeng.

The following improvements are situated on the property although in this respect nothing is guaranteed:

A dwelling consisting of garage, kitchen, toilet, bathroom, three bedrooms and lounge.

**Terms:** Ten per cent (10%) of the purchase price in cash on the day of sale; the balance and interest on the full purchase price at 15,5% (fifteen comma five per centum) per annum to be payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within thirty (30) days from the date of the sale. Auctioneer's charges calculated at 5% (five per centum) (minimum R50) on the proceeds of the sale up to a price of R20 000 and thereafter at 3% (three per centum) to a maximum fee of R6 000.

The full conditions of sale are lying for inspection at the offices of the Sheriff of the Supreme Court, Vanderbijlpark [Tel. (016) 33-5555.]

Dated at Pretoria on this the 4th day of January 1995.

MacIntosh Cross & Farquharson, Attorneys for Plaintiff, Second Floor, Perm Building, 246 Paul Kruger Street, Pretoria. (Ref. G. van Vuuren/dm/B215/94.)

Saak 27115/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Oswald, Andrew**, Eerste Verweerder, en **Watson, Patricia Mary**, Tweede Verweerderes

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof teen die Eerste Verweerder gedateer 22 Junie 1994, en 'n lasbrief vir eksekusie word die volgende eiendom van die Eerste Verweerder in eksekusie verkoop op 2 Februarie 1995 om 10:00, deur die Balju, Johannesburg-Suid te Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Erf 624, Naturena-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 840 (agthonderd en veertig) vierkante meter, gehou kragtens Akte van Transport T30823/1992, sonering woonhuis, geleë te Van Deventerlaan 28, Naturena.

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

Die eiendom bestaan uit: Woonhuis met teëldak, sitkamer, eetkamer, kombuis, drie slaapkamers met ingeboude kaste, 2 badkamers, swembad.

**Terme en voorwaardes:**

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

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

Geteken te Johannesburg op hierdie 21ste dag van Desember 1994.

A. van Aswegen, vir Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. mnr. Vorster/cs/L05.)

Saak 490/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Johan Jacob Terblanche Jordaan**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 1 Maart 1994, en 'n lasbrief vir eksekusie gedateer 26 April 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 10 Februarie 1995 om 11:00:

Hoewe 263, Withok Estates-Klein Hoewes, Registrasieafdeling IR, Transvaal, groot 4,0442 (vier komma nul vier vier twee) hektaar, gehou kragtens Akte van Transport T49618/1990, geleë te Hoewe 263, Withok Estates-Klein Hoewes.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkel verdieping woonhuis bestaande uit portaal, sitkamer/eetkamer, drie slaapkamers, twee badkamers, kombuis, plus woonstel, twee motorhuise en 'n stoorkamer.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalinge van artikel 66 (2) van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.
3. Koopprijs is soos volg betaalbaar:
  - 3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.
  - 3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni op hierdie 3de dag van Januarie 1995.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/mev. O'Neill.)

Case 42172/90

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

In the matter between **Gurney's Electrical CC**, Execution Creditor, and **Maramane Development Co. (Pty) Ltd**, Execution Debtor

In terms of a judgment in the Magistrate's Court granted on 10 June 1991, a sale by public auction will be held by the Sheriff/his Deputy, Pretoria North West, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 19 January 1995 at 10:00, to the highest bidder without reserve, and on the conditions which may now be inspected at the office of the Sheriff, and which will be read by the Sheriff before the sale of the following property owned by the Defendant:

*Certain:* Erf 288, Saulsville, Registration Division JR, Transvaal, known as 124 Maseko Street, Saulsville, measuring 288 square metres, held under Deed of Transfer TL49885/1988.

*Improvements:* Main building consist of the following: Clincker house with corrugated iron roof, cement floors, two bedrooms, lounge and kitchen. *Outbuildings:* Toilet and wire fencing.

(Nothing in this respect is guaranteed.)

*Terms:* A cash deposit of ten per centum (10%) of the purchase price is payable on the day of the auction, and the balance purchase price is payable, on transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of his Deputy within 14 days after the date of the sale.

Papadopulo Romanos, 615 SA Perm Building, corner of Paul Kruger and Pretorius Streets, Pretoria. (Ref. Mr Gordon/BK/Z1596.)

Saak 1647/94

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **Selaki Elias Tsivani**, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 21 Junie 1994, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 8 Februarie 1995 om 12:00, aan die hoogste bieder, naamlik:

Erf 2290, Embalenhle-uitbreiding 7-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 321 vierkante meter, gehou kragtens Akte van Transport TL36745/89.

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

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

Geteken te Secunda hierdie 3de dag van Januarie 1995.

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

Saak 5107/94

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **Christiaan Stefanus Roos**, Verweerder

Ingevolge 'n uitspraak van die Landdroskantoor vir die distrik Witbank, soos gegee op 7 November 1994, in bogemelde saak sal 'n verkoping gehou word op 2 Januarie 1995 om 10:00, by die Witbank Landdroskantoor, geleë te Delvillestraat, Witbank:

Sekere Gedeelte 4 van Erf 1619, Benfleur-uitbreiding 4, Witbank-dorpsgebied, Registrasieafdeling JS, Transvaal, groot 518 (vyfhonderd en agtien) vierkante meter, geleë te 4 Bona Vista 2A, Goeie Hoopstraat, Benfleur-uitbreiding 4, Witbank.

Die volgende inligting word verskaf insake verbeteringe, alhoewel daar geen waarborge in verband daarmee gegee word nie. 'n Drie slaapkamerwoonhuis bestaande uit 'n sitkamer, eetkamer en twee badkamers.

Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tyde van die verkoping sal lees en die volle verkoopvoorwaardes lê ter insae by die Witbank Landdroskantoor, te Delvillestraat, Witbank, of by die Eiser se Prokureur, Grobler-Esmeraldo, te Gem Park 2, hoek van Arras- en Elizabethstraat, Witbank.

Geteken te Witbank op hierdie 14de dag van Desember 1994.

Grobler-Esmeraldo, Gem Park 2, hoek van Arras- en Elizabethstraat, Witbank. (Verw. D. J. G. Cronje/GS/R005.)

Case 23880/94  
PH 609IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Tshabalala, Cyril Sydney**, First Defendant, and **Tshabalala, Cleopatra Colin Nelisiwe**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 26 January 1995 at 10:00, at the offices of the Sheriff, De Klerk Vermaak, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 6602, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, held under Deed of Transfer T4322/94, situated at Jet Close, 6602 Ennerdale Extension 8.

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

*Improvements:* Single storey dwelling. Walls: Semi-face brick. Roof: Tiled. Floors: Cement Finish. Lounge, kitchen, three bedrooms, bathroom, w.c. and fence.

*Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

Case 19344/93  
PH 609IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Siwisa, Thembeke Enid**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 31 January 1995 at 10:00, at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Erf 995, Spruitview Extension 1 Township, Registration Division IR, Transvaal, held under Deed of Transfer T46213/88, situated at 995 Spruitview Extension 1, Katlehong.

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

*Improvements:* Single storey dwelling. Walls: Brick and plaster. Roof: Tiled plus underlay. Floors: Carpets plus vinyl. Lounge/dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s and garage.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] [Fax. (011) 333-2103.] (Ref. F. de Lange/tb.)

Case 902/94  
PH 609IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Mosi, Ntholeng Helen**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold at 31 January 1995, at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Site 157, A P Khumalo Township, Registration Division IR, Transvaal, held under Deed of Transfer T16189/88, situated at 157 A P Khumalo, Katlehong.

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

*Improvements:* Single storey dwelling. Walls: Brick, plaster and paint. Roof: Tiled and cement. Kitchen, three bedrooms, bathroom, w.c., livingroom and porch.



*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] [Fax. (011) 333-2103.]

Case 2070/94  
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Mbuli, Lucy Phumzile**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 27 January 1995 at 11:15, at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Erf 7114, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, held under Deed of Transfer TL38821/90, situated at 7114 Koekoelamao Street, Vosloorus Extension 9.

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

*Improvements:* Single-storey welling, walls: brick, plaster and paint, roof: tiled and cement, floors: fitted carpets and novilon, lounge, kitchen, two bedrooms, bathroom and w.c.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg, P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] [Fax. (011) 333-2103.] (Ref. F. de Lange/tb.)

Case 31195/93  
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Mbangi, Themba Simon**, First Defendant, and **Mbangi, Gertrude**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 27 January 1995 at 11:15, at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Erf 6420, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, held under Deed of Transfer TL19259/89, situated at 6420 Vosloorus Extension 9, Boksburg.

The Judgement Creditor has described the improvements on the property as set out hereunder, but not warranties are given in respect thereof:

*Improvements:* Single-storey dwelling, walls brick, roof tiled, lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg, P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] [Fax. (011) 333-2103.]

Saak 1159/91

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trust Bank, Eiser, en **H. J. van der Heever**, Eerste Verweerder, en **E. L. van der Heever**, Tweede Verweerder

Ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 27 Mei 1994, sal die ondergenoemde eiendom in eksekusie verkoop word sonder reserve aan die hoogste bieder deur Libra Afslaaers, te Avrilstraat 4, Paul Krugersoord, Springs, op 8 Februarie 1995 om 12:00:

*Beskrywing van eiendom:* Erf 167, Paul Krugersoord Extension 1 Township, Registration Division IR, Transvaal, groot 742 (sewe vier twee) vierkante meter, soos gehou kragtens Transport Akte T42290/1988, geleë te Avrilstraat 4, Paul Krugersoord, Springs.

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan artikel 66 van die Landdroshofwet, No. 32 van 1944.

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 30% (dertig persent) per jaar op die vonnisskuld vanaf 30 Januarie 1991 tot datum van registrasie van transport.

3. Die koopprijs sal as volg betaalbaar wees:

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

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

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

Gedateer te Springs op hierdie 4de dag van Januarie 1995.

C. I. Hitchinson, vir Hitchinson Prokureurs, Geïnk. J. R. du Plessis & Burger, Prokureur vir Eiser, Eerste Verdieping, Alliedgebou, Vyfde Laan, Posbus 880, Springs. (Verw. mnr Hitchinson/FN/TX150.)

Case 27817/94  
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 **Gamede, Albert Phuthuma Thembisa**, First Execution Debtor, and **Gamede, Maria Brenda**, 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, Boksburg, on 3 February 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

*Certain:* Erf 17481, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17481 Mokgalo Crescent, Vosloorus Extension 25, Boksburg, measuring 361 (three hundred and sixty-one) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 30th day of December 1994.

S. A. Simpson, 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/G206.)

Case 16757/94  
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 **Dhlamini, Edwin**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 3 February 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Erf 13046, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 13046 Tshetto Street, Vosloorus Extension 23, Boksburg, measuring 364 (three hundred and sixty-four) square metres.

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

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

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

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

Dated at Johannesburg this 30th day of December 1994.

S. A. Simpson, 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/D.332.)

Case 22926/94  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Badele, Princess Nokuzula**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 2 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 6443, in the Township of Ennerdale Extension 8, Registration Division IQ, Transvaal, in extent 307 (three hundred and seven) square metres, situated at 6443 Vermiculite Circle, Ennerdale Extension 8.

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

Residence, single storey dwelling, detached, built of bricks and painted plaster under tiled roof, floors: cement floors, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

*Outbuildings:* Boundary fencing.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 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 4th day of January 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6663.); and N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 11043/91

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 **Jacob Justice Marera**, 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, 3 February 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 210, in the Township of Mmesi Park, Registration Division IQ, Transvaal, in extent 266 (two hundred and sixty-six) square metres, situated at 210 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, 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% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort this 4th day of January 1995.

Melman & McCarthy, Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref D. McCarthy/J. Soma/MN6607.)



Case 665/92

## 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 **Ernest Dumisani Sibeko**, First Judgment Debtor, and **Catherine Sauhatse**, 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 15 December 1994, will be sold in execution on Friday, 3 February 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 462, in the Township of Mmesi Park, Registration Division IQ, Transvaal, in extent 315 (three hundred and fifteen) square metres, situated at 462 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% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort this 4th day of January 1995.

Melman & McCarthy, Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref D. McCarthy/J. Soma/MN6161.)

Saak 29334/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Performance Financial Services (Edms.) Beperk**, Eerste Verweerder, **Kruger, Louis Jacobus**, Tweede Verweerder, en **Albers, David John**, Derde Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 5 Oktober 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 3 Februarie 1995 om 10:00 by die kantore van die Balju Roodepoort te Progressweg 182, Technikon, Roodepoort, aan die hoogste bieder:

Erf 485, Constantia Kloof-uitbreiding 9-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 811 (eenduisend agthonderd en elf) vierkante meter, gehou kragtens Akte van Transport T9285/1987, geleë te Jim Foucheweg 37, Constantia Kloof-uitbreiding 9.

Die reserweprys is R309 403,84 tesame met rente daarop teen 17,50% vanaf 1 November 1994, tot datum van finale betaling.

Die eiendom bestaan uit: Sitkamer, gesinskamer, eetkamer, studeerkamer, opwaskamer, drie badkamers, vier slaapkamers, kombuis, bedienekamer, dubbel motor-afdek en swembad.

Terme en voorwaardes:

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

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

Geteken te Johannesburg op hierdie 20ste dag van Desember 1994.

W. A. du Randt, vir Tim Du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. W. A. du Randt/sj/P60.)

Case 22809/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Leslie Prince Motuba**, First Defendant, and **Matshidiso Roseline Motuba**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff Wonderboom, Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord, on 3 February 1995 at 11:00.

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

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

*Property:* Erf 9557, situated in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 455 square metres and also known as 1937 Tshukudu Street, Mamelodi Gardens, Extension 2, Pretoria.

*Improvements:* Single-storey dwelling, three bedrooms, lounge, dining-room, kitchen and two bathrooms/w.c.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb S1683.)

#### Case 6089/94

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

In the matter between **ABSA Bank Ltd**, trading as Trust Bank, Plaintiff, and **John Visser**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution dated 22 July 1994, the property listed herein will be sold in execution on 9 February 1995 at 12:00, 147 Van Riebeeck Road, Nimrod Park, Kempton Park, to the highest bidder:

Erf 248, Nimrod Park Township, Registration Division IR, Transvaal, measuring 2 050 (two thousand and fifty) square metres, held by Deed of Transfer T21090/85, situated at 147 Van Riebeeck Road, Nimrod Park, Kempton Park.

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

*Improvements:* A house consisting of lounge, two bathrooms, dining-room, toilet, five bedrooms, two garages, kitchen, carports, driveway, borehole, zink roof and surrounded by three walls.

*Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 16,25% (sixteen comma two five per cent) per annum within 30 (thirty) days shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, Kempton Park.

*Date:* 20 December 1994.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Swanepoel/TA1278.)

#### Case 9833/93

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Ian Nicholas Edwards**, First Defendant, and **Suzette Anette Edwards**, Second 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 Magistrate's Court, Begemann Street, Heidelberg (Transvaal), on Friday, 3 February 1995 at 09:00, 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 2005, Heidelberg Extension 9 Township, Registration Division IR, Transvaal, also known as 41 Angelier Street, Heidelberg Extension 9, Transvaal, measuring 1 093 (one thousand and ninety three) square metres, held under Deed of Transfer T101955/92, 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 consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms/w.c., garage, servant's w.c. and swimming-pool.

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

Dated at Pretoria this 5th day of January 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S821/93.)

#### Case 24860/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kleinhans: Evert Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 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 prior to the sale:

*Certain:* Erf 393, South Hills Township, Registration Division IR, Transvaal.

*Situation:* 8 Ficksburg Road, South Hills.

*Area:* 444 (four hundred and forty-four) square metres.

*Improvements* (not guaranteed): Lounge, two bedrooms, bathroom, kitchen, garage, under iron roof, property enclosed, staff quarters with ablutions.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NY85E/mgh.)

Case 30152/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pillay: Gowinda Samy**, First Defendant, and **Pillay: Rangama**,  
Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 3 February 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* Erf 2370, Lenasia South Township, Registration Division IQ, Transvaal.

*Situation:* 2370 Kanary Street, Lenasia South.

*Area:* 670 (six hundred and seventy) square metres.

*Improvements* (not guaranteed): Four bedrooms, two bathrooms/shower, kitchen, lounge, dining-room, two garages/store-rooms, carport, under tiled roof, staff quarters with ablutions and property enclosed.

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

Dated at Johannesburg on this the 4th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NQ134E/mgh/tf.)

Case 19776/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hughes: Naomi Audrey**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia North), at 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 prior to the sale:

*Certain:* Erf 1012, Eldoradopark Township, Registration Division IQ, Transvaal.

*Situation:* 20 Bariet Street, Eldoradopark.

*Area:* 278 (two hundred and seventy-eight) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof, outside ablutions and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NV100E/mgh.)



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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Margro: Ruth Esther Isabell**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West, at 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 prior to the sale:

*Certain:* Erf 438, Coronationville Township, Registration Division IQ, Transvaal.

*Situation:* 54 Malmesbury Street, Coronationville.

*Area:* 297 (two hundred and ninety-seven) square metres.

*Improvements* (not guaranteed): Lounge, dining-room, three bedrooms, bathroom, kitchen, wash-up/laundry, carport, under tiled roof, property enclosed, staff quarters with ablutions.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NY88E/mgh/tf.)

Case 25097/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Msomi: Pelezela Henry**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West, at 131 Marshall Street, Johannesburg, on Thursday, 2 February 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Lot 503, Zondi Township, Registration Division IQ, Transvaal, situation 503 Sitha Street, Zondi, area 259 (two hundred and fifty-nine) square metres.

*Improvements* (not guaranteed): Two bedrooms, lounge, kitchen, three garages, property enclosed and under iron roof.

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

Dated at Johannesburg on this the 4th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NO74E/mgh/tf.)

Case 13056/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Coutries: Mary Peggy**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia North), at 131 Marshall Street, Johannesburg, on Thursday, 28th 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:* 1. Erf 1836, Eldoradopark Township, Registration Division IQ, Transvaal.

2. Erf 1837, Eldoradopark Township, Registration Division IQ, Transvaal.

*Situation:* 1. 30 Brons Street, Eldoradopark.

2. 32 Brons Street, Eldoradopark.

*Area:* 1. 293 (two hundred and ninety-three) square metres.

2. 293 (two hundred and ninety-three) square metres.

**Improvements** (not guaranteed): Three bedrooms, bathroom, kitchen, lounge/dining-room, carport, under iron roof and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV19E/mgh.)

**Saak 15921/94**

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

In die saak tussen **ABSA Bank Beperk**, Vonnisskuldeiser, en **Hydra Properties Stand 149 Dunnottar (Edms.) Beperk** (Reg. No. 84/06311/07), Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak op 26 Julie 1994, en in tenuitvoerlegging van 'n lasbrief vir uitwinning sal Libra Auctioneer's CC op Vrydag, 27 Januarie 1995, en op die perseel van gemelde onroerende eiendom te Carlton Joneslaan 14, Dunnottar, geregtelik verkoop, sonder 'n reserweprys:

Sekere Erf 1594, Dunnottar-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 2 194 (tweeënduisend eenhonderd vier-en-negentig) vierkante meter, gehou kragtens Akte van Transport T11982/85.

Die eiendom is geleë te Carlton Joneslaan 14, Dunnottar, en is 'n woonhuis bestaande uit 'n ingangsportaal, sitkamer, eetkamer, studeerkamer, familiekamer, vier slaapkamers, aantrekkamer, kombuis, badkamer met toilet en aparte stort met toilet, opwas- en strykkamer, dubbelmotorhuis en bediendekwartiere.

1. Die koper moet op die dag van verkoping die 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) van die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en 3% (drie persent) van die restant van die koopprys tot 'n maksimum bedrag van afslaersgelde van R6 000 (sesduisend rand), met 'n minimum bedrag afslaersgelde van R100 (eenhonderd rand).

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

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

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

2.3 die balans van die koopprys teen transport betaalbaar 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, voor en ten tyde van die verkoping, te Libra Afslaers CC, Derde Verdieping, Flora Sentrum, Ontdekkersweg, Florida, of by die kantore van die prokureurs vir die Vonnisskuldeiser Smit, Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg. (Tel. 333-8541.)

Geteken te Johannesburg op hierdie 29ste dag van November 1994.

Y. Nel, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Markstraat 95 (hoek van Kruisstraat), Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. HHS/YN/mdd/22193.)

**Case 3323/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Colin Stephen Maritz**, Defendant

On 1 February 1995 at 11:00, the undermentioned property will be sold in execution at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 1445, Crystal Park Extension 2 Township, Registration Division IR, Transvaal, measuring 816 m<sup>2</sup>, Deed of Transfer T30661/1989, situated at 20 Oriole Crescent, Crystal Park, Benoni.

**Improvements:** Kitchen, lounge, dining-room, two or three bedrooms, bathroom, undertiled roof, zozo hut, outside toilet and pre-cast walled.

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. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the offices of the Sheriff of the Magistrate's Court Benoni, 12 Liverpool Road, Liverpool South.

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

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

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

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

7. Failing compliance with the provisions of the conditions of sale the Execution Creditor shall be entitled to cancel the sale on written notice to the effect and the purchaser shall forfeit for the benefit of the Execution Creditor the deposit referred to in paragraph 3 above without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this 3rd day of January 1995.

Austin Jordaan Doubell, 94 Howard Avenue, Benoni. (Tel. 421-7128.) (Ref. G. D. Doubell/DB.)

**Case 25381/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Andrew Stephanus du Preez**, First Defendant, and **Roberta Victorina du Preez**, Second Defendant

Notice is hereby given that on 3 February 1995, at 11:00 the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to the judgment in this matter granted by the above Honourable Court on 9 November 1994, namely:

Certain Erf 1162, Strubenvale, Registration Division IR, Transvaal, situated at 12 Lake Street, Strubenvale, Springs.

The following improvements (which are not warranted to be correct) exist on the property:

Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, dining-room and lounge, and outbuildings comprise two garages.

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

Dated at Boksburg on this the 5th day of January 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01774.)

**Case 4127/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Robert Farrell Richter**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 16 February 1995 at 10:00:

**Property:** Portion 243 (a portion of Portion 5) of the farm Nooitgedacht 176, Registration Division IR, Transvaal, measuring 2,000 hectares, held by virtue of Deed of Transfer T45815/1993.

**Improvements:** Unimproved property.

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 of the Supreme Court at the aforementioned address and will also 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. Mr Du Plooy/sv/GT1278.) [Sheriff's Ref. N. C. H. Bowman, Tel. (016) 21-3400.]

**Case 23023/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abraham Liebregh Prinsloo**, First Defendant, and **Elizabeth Magdalena Botha**, 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 10 February 1995 at 11:00:

**Property** Erf 1148, situated in the Township of Dorandia Extension 15, Registration Division JR, Transvaal, measuring 794 square metres, held by virtue of Deed of Transfer T49859/93, also known as 795 Riana Street, Dorandia.



*Improvements:* Lounge, dining-room, family room, three bedrooms, two bathrooms, separate toilet and shower, kitchen, wash-up/laundry, garage, two carports, swimming-pool, perimeter wall and servants' ablutions.

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 of 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. Mr Du Plooy/sv/GT2071.)

**Case 23204/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Agnes Pheladi Kgapola**, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Delville Street, Witbank, on 17 February 1995 at 10:00:

*Property:* All the right, title and interest to the leasehold in respect of Erf 1250, Lynnville Township, Registration Division JS, Transvaal, measuring 323 square metres, held by virtue of Deed of Transfer of Leasehold TL24616/90, also known as 1250 Thema Street, Lynnville.

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

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 of the Supreme Court, 3 Rhodes Street, Witbank, and will also 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. Mr Du Plooy/sv/GT2091.)

**NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY**

Sale in execution of the undermentioned properties are to be held at the main entrance to the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 10 February 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 at the offices of the Sheriff, Vanderbijlpark, Suite C, Rietbok Building, 5 General Hertzog Street, Vanderbijlpark, and will be read out prior to the sale.

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

**1. Case 23026/94** (File Ref. Mr Du Plooy/GT2082)

Execution Debtors: **Zenzele Andries Jwilli** and **Madingo Elizabeth Jwilli**.

*Property:* All the right, title and interest to the leasehold in respect of Stand 2579, Evaton West Township, Registration Division IQ, Transvaal, measuring 288 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL51029/90.

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

**2. Case 23500/94** (File Ref. Mr Du Plooy/GT2076)

Execution Debtor: **Johanna Tsisimogo Mogane**.

*Property:* All the right, title and interest to the leasehold in respect of Stand 1194, Sebokeng Township Zone 10, Registration Division IQ, Transvaal, measuring 293 square metres, held by virtue of Deed of Transfer TL2137/91.

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

**3. Case 23475/94** (File Ref. Mr Du Plooy/GT2075)

Execution Debtor: **Maisaka Letia Mofokeng**.

*Property:* All the right, title and interest to the leasehold in respect of Stand 45, Sebokeng, Unit 10 Extension 3, Registration Division IQ, Transvaal, measuring 600 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL44654/1992.

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

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

**NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY**

Sale in execution of the undermentioned properties are to be held at the main entrance to the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 10 February 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 at the offices of the Sheriff, Vanderbijlpark, Suite C, Rietbok Building, 5 General Hertzog Street, Vanderbijlpark, and will be read out prior to the sale.

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

**1. Case 23025/94** (File Ref. Mr Du Plooy/GT2074)

Execution Debtors: **Sidney Malebonyane** and **Balekwa Jaennett Maqubela**.

*Property:* Portion 17, of Erf 452, situated in the Township of Evaton, Registration Division IQ, Transvaal, measuring 267 square metres, held by virtue of Deed of Transfer T83523/92.

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

**2. Case 12177/94** (File Ref. Mr Du Plooy/GT1714)

Execution Debtor: **Thobile Theophilus Nhlapo**.

*Property:* All the right, title and interest to the leasehold in respect of Stand 2878, Evaton West Township, Registration Division IQ, Transvaal, measuring 300 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL63986/90.

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

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

**NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY**

Sale in execution of the undermentioned properties are to be held at the main entrance to the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 10 February 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 at the offices of the Sheriff, Vanderbijlpark, Suite C, Rietbok Building, 5 General Hertzog Street, Vanderbijlpark, and will be read out prior to the sale.

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

**1. Case 22548/94** (File Ref. Mr Du Plooy/GT2065)

Execution Debtors: **Poponki Ben Xaba** and **Sesi Jeanette Xaba**.

*Property:* All the right, title and interest to the leasehold in respect of Stand 3085, Sebokeng, Unit 13 Township, Registration Division IQ, Transvaal, measuring 260 square metres, held by virtue of Deed of Transfer TL95128/1992.

*Improvements:* Two bedrooms, kitchen and lounge.

**2. Case 22549/94** (File Ref. Mr Du Plooy/GT2061)

Execution Debtors: **Nxhamile Bentley Nazo** and **Liziwe Elsie Nazo**.

*Property:* All the right, title and interest to the leasehold in respect of Stand 11048, Sebokeng, Unit 7 Township, Registration Division IQ, Transvaal, measuring 259 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL72710/89.

*Improvements:* Two bedrooms, kitchen and lounge.

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

**Saak 1526/94**

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

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Mapofu Annah Mahlangu**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 3 Februarie 1995 om 10:30, per publieke veiling deur die Balju, te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 3425, Mhluzi-uitbreiding 1, Middelburg, Registrasieafdeling JS, Transvaal, groot 259 (twee honderd nege-en-vyftig) vierkante meter, gehou kragtens Akte van Transport van Huurpag TL60479/90.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Middelburg hierdie 5de dag van Januarie 1995.

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

Saak 10506/94

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk** (Registrasienommer 05/01225/06), Eiser, en **George Kakora**, Eerste Verweerder, en **Junita Kakora**, Tweede Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 14 November 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 3 Februarie 1995 om 10:00, te die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, aan die persoon wat die hoogste aanbod maak, nl.:

Erf 312, Fleurhof-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 812 (agthonderd en twaalf) vierkante meter, gehou kragtens T13323/94, bekend as Tonnelstraat 16, Fleurhof, Roodepoort.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, badkamer (2), slaapkamers (3), gang, kombuis, bedienekamer en dubbelmotorhuis.

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word en moet die koper 'n deposito van 10% (tien persent) op die dag van verkoping betaal en waarborg vir die balans binne 30 dae lewer, betaalbaar teen datum van oordrag. Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju.

Gedateer te Roodepoort hierdie 4de dag van Januarie 1995.

Herman van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Verw. mev. Le Roux/50387.)

Saak 11801/94

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk** (Registrasienommer 05/01225/06), Eiser, en **Mabuti Elias Mtshali**, Eerste Verweerder, en **Mabore Onica Mtshali**, Tweede Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 16 November 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 3 Februarie 1995 om 10:00, te die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, aan die persoon wat die hoogste aanbod maak, nl.:

Erf 788, Dobsonville Gardens-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 330 (driehonderd en dertig) vierkante meter, gehou kragtens TE19659/1994, bekend as Dobsonville Gardens 788, Dobsonville, Roodepoort.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Erf met slegs buite mure van woning.

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word en moet die koper 'n deposito van 10% (tien persent) op die dag van verkoping betaal en waarborg vir die balans binne 30 dae lewer, betaalbaar teen datum van oordrag. Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju.

Gedateer te Roodepoort hierdie 4de dag van Januarie 1995.

Herman van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Verw. mev. Le Roux/50417.)

Saak 3423/93

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

In die saak tussen **Boland Bank Beperk**, Eksekusieskuldeiser, en **S. I. Yika**, Eksekusieskuldenaar

Ingevolge 'n uitspraak in die Hof van die Landdrosdistrik, Evander, en 'n lasbrief vir eksekusie gedateer 8 Junie 1994, sal die onderstaande eiendom op 1 Februarie 1995 om 12:00, te Baljukantoor, Cornellstraat 21, Evander, geregtelik verkoop word aan die hoogste bieder, naamlik:

Erf 2117, Embalenhle, Registrasieafdeling IS, Transvaal, groot 300 (driehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL41145/85.

Die eiendom wat verkoop word is 'n slaghuisperseel.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes wat op die verkoping betrekking het lê ter insae by die kantoor van die Balju te Evander en sal ten tye van die verkoping uitgelees word. Die belangrikste voorwaarde daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Geteken te Secunda gedurende Desember 1994.

Delia Coetzee, Sasolpensioenfondsegebou 102, Secunda. (Tel. 34-7068.) (Verw. mev. Coetzee/pm.)

Saak 4722/92

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **M. S. Maila**, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike verkoping verkoop sal word op 1 Februarie 1995 om 12:00, te Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 2659, Embalenhle-uitbreiding 4-dorpsgebied, Transportakte TL40862/1989, Verbandakte BL42790/1989, bekend as Erf 2659, Embalenhle-uitbreiding 4.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hierdie 6de dag van Januarie 1995.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Kotze A356.)



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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **M. S. Jiyane**, handeldrywend as Jiyane's Butchery, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike verkoping verkoop sal word op 1 Februarie 1995 om 12:00, te Balju-kantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 2082, Embalenhle, Transportakte TL41187/1985, Verbandakte BL.55019/1985 en BL.55018/1985, bekend as Erf 2082, Embalenhle.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hierdie 6de dag van Januarie 1995.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Bezuidenhout/E23.)

Saak 11202/94

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **Markus Johannes Henry Esterhuizen**, Eerste Verweerder, en **Sandra Nel**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 8 November 1994, sal die ondervermelde eiendom op 3 Februarie 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 131, Breaunanda-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 991 (negehoenderd een-en-negentig) vierkante meter, gehou kragtens Akte van Transport T22741/1993, beter bekend as Syringastraat 9, Breaunanda-uitbreiding 2, Roodepoort.

*Voorwaardes van die verkoop:*

1. Die verkoping sal onderhewig wees aan—

Die bepalinge van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

Die volledige verkoopvoorwaardes; en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdiepinghuis met teëldak, sitkamer, eetkamer, twee badkamers, vier slaapkamers, gang, kombuis, bedienekamer, enkel motorhuis. Pleistermure, goeie tuin en staalvensters.

3. *Terme:* Tien per sentum (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien per sentum) 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 Roodepoort.

Geteken te Roodepoort op hierdie 14de dag van Desember 1994.

Cilliers, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N176.)

Saak 11203/94

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **Melusi Headman Mncube**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 4 November 1994, sal die ondervermelde eiendom op 3 Februarie 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 838, Strubensvallei-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 222 (eenduisend tweehonderd twee-en-twintig) vierkante meter, gehou kragtens Akte van Transport T22180/92, beter bekend as Sixpencelaan 986, Strubensvallei-uitbreiding 3, Roodepoort.

*Voorwaardes van die verkoop:*

1. Die verkoping sal onderhewig wees aan—

Die bepalinge van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping gepleisterde huis met teëldak, sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis en enkel motorhuis. Goeie tuin, staalvensters met steenmuur en draadomheining.

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 18% (agtien per centum) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of 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 Roodepoort.

Geteken te Roodepoort op hierdie 14de dag van Desember 1994.

Cilliers, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N169.)

Case 24057/94  
PH 135

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

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

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Office of the Sheriff, Alberton, First Floor, Terrace Building, on 31 January 1995 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, The Office of the Sheriff Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale, of the undermentioned property situated at:

33 Jan Meyer Street, South Crest, Alberton, being Erf 273, Southcrest Township, Registration Division IR, Transvaal, measuring 714 (seven hundred and fourteen) square metres; held by Deed of Transfer T47569/1993, which is zoned as Residential and consists of (not guaranteed): A dwelling with three bedrooms, bathroom, lounge, dining-room, kitchen, scullery, single garage, servant's room, servant's toilet and swimming-pool.

2. *Terms:*

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

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

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

2.2.2 minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 29th day of December 1994.

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

Case 3352/92

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Suping Isaac Seati**, First Defendant, and **Dikeledi Jeanet Seati**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Vanderbijlpark, at the main entrance hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 3 February 1995 at 10:00, of the following property:

All the right, title and interest in the leasehold in respect of Erf 829, Sebokeng, Unit 10 Township, Registration Division IQ, Transvaal, measuring 407 square metres, held by the Defendants under Deed of Transfer TL21357/1990.

This property is situated at Stand 829, Sebokeng, Unit 10 Township, Vanderbijlpark, Transvaal.

The property is improved as follows: Lounge, kitchen, two bathrooms/toilets, dining-room, four bedrooms, garage and single storey dwelling-house.

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

The full conditions of sale can be inspected at the Sheriff's offices at Suite C, 5 Rietbok Building, General Hertzog Street, Vanderbijlpark, Transvaal.

Dated at Pretoria on this the 6th day of January 1995.

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

Saak 18987/93

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

In die saak tussen **ABSA Bank Beperk**, handeldrywend as Allied Bank, Eiser, en **Daniel Mawelela**, Eerste Verweerder, en **Nurse Mavis Mawelela**, Tweede Verweerder

'n Openbare veiling sonder 'n reserve prys sal deur die Balju, Noordwes te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 2 Februarie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Noordwes te Olivettigebou 202, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 6888, geleë in die dorpsgebied Atteridgeville, Registrasieafdeling JR, Transvaal, groot 368 (driehonderd agt-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL57064/90.

Hierdie eiendom is geleë te Erf 6888, geleë in die dorp Atteridgeville.

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

*Konstruksie:* Dak - teëls, mure - blokke, plafon - herculite en vloer - grano.

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 30ste dag van Desember 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A754.)

Case 22929/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Alfred Oupa Mampane**, First Defendant, and **Esther Phumzile Mampane**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at the Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 3 February 1995 at 11:00, of the following property:

Erf 369, Mahube Valley Township, Registration Division JR, Transvaal, measuring 350 square metres, held by the Defendants under Deed of Transfer TE39281/1994.

This property is situated at Stand 369, Mahube Valley, Pretoria, Transvaal.

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

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

The full conditions of sale can be inspected at the Sheriff's offices at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 6th day of January 1995.

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

Case 11665/94

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

In the matter between **Nedcor Bank Limited**, trading as Nedbank, Plaintiff, and **Mafete Jonas Mongatang**, First Defendant, and **Sanny Johanna Mongatang**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned matter, a sale in execution will be held at the offices of the Sheriff, Wonderboom at Portion 83, De Onderstepoort (old Warmbaths Road), Bon Accord, on Friday, 27 January 1995 at 11:00, of the First and Second Defendants undermentioned property without a reserve price and on the conditions to be read out by the auctioneer namely the Sheriff, Wonderboom, prior to the sale and which conditions can be inspected at the offices of the Sheriff, Wonderboom, prior to the sale:

1. Erf 723, Block M, Soshanguve, measuring 525 (five hundred and twenty-five) square metres, held under Certificate of Leasehold T50919/92.



1.1 Improvements (which are not warranted to be correct and are not guaranteed): One pitched tile roof single storey dwelling with lounge, dining-room, three bedrooms, bathroom, separate toilet and kitchen.

*Zoning:* Residential.

*Conditions:* 10% (ten per centum) of the purchase price on the day of sale and the balance payable against registration of transfer to be secured by a bank or building society guarantee or any other acceptable guarantee to be furnished to the Sheriff within 14 (fourteen) days from the date of the sale.

Dated at Pretoria on this the 22nd day of November 1994.

Weavind & Weavind Inc., Attorney for Plaintiff, Third Floor, Nedbank Building, 200 Andries Street, Pretoria. (Ref. A. S. Schempers/RP/NB0075.)

**Case 12782/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Petrus Geyser**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria, on 24 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the auctioneer at the time of the sale:

All right, title and interest in respect of Portion 1 of Erf 59, situated in Hatfield, Registration Division JR, Transvaal, also known as 1053 Pretorius Street, Hatfield, in extent 1 276 (one thousand two hundred and seventy-six) square metres.

The following information is furnished, though in this regard nothing is guaranteed: The property consists of a four bedroom house (200 m<sup>2</sup>), two bathrooms, double garages and store-room.

*Terms:* The sale is with reserve. Deposit of 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 approved by the Plaintiff's attorney and to be furnished to the Sheriff Pretoria Central within 14 days after the date of the sale.

*Conditions:* The conditions of sale may be inspected at the offices of the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

Dated at Pretoria on this the 12th day of December 1994.

A. J. Weyers, for Weyers & Efstratiou, Suite 321, Third Floor, Barclay Square, 293 Rissik Street, Sunnyside, Pretoria. (Tel. 341-8039.) (Ref. Mr Weyers/W1349/94.) (Dx 170.)

**Case 5466/94**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sipho Sidwell Dhladhla**, First Defendant and **Elsie Dhladhla**, Second Defendant

On 27 January 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 35, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 35 Vosloorus Extension 3, Boksburg.

*Improvements:* Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen and lounge.

1. The sale shall be without reserve and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property by including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

Full conditions can be inspected at the Sheriff's office and will be read out prior to the sale.

Dated at Boksburg on this the 28th day of November 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01413.)

**Case 11193/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Majoro Samuel Seliana**, First Defendant, and **Funiwe Maria Seliana**, Second Defendant

On 27 January 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1989, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1989 Vosloorus Extension 3, Boksburg.

*Improvements:* Detached single storey brick residence, consisting of two bedrooms, bathroom, lounge and kitchen.

1. The sale shall be without reserve and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

Full conditions can be inspected at the Sheriff's office and will be read out prior to the sale.

Dated at Boksburg on this the 28th day of November 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H679.)

#### Case 5514/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bok Cecil Khubeka**, First Defendant and **Lindiwe Rose Khubeka**, Second Defendant

On 27 January 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 158, Vosloorus, Registration Division IR, Transvaak, situated at 158 Dlomo Street, Vosloorus, Boksburg.

*Improvements:* Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, dining-room and lounge.

1. The sale shall be without reserve and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

Full conditions can be inspected at the Sheriff's office and will be read out prior to the sale.

Dated at Boksburg on this the 28th day of November 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H049.)

#### Case 9593/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **United Bank**, a division of ABSA Bank Limited, Plaintiff, and **S. M. Sokanyile**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeuwpoot Street, Boksburg, on 3 February 1995 at 11:15, where the conditions of sale may be inspected:

Erf 782, Dawn Park Extension 2, Boksburg, Registration Division IR, Transvaal, known as 50 Johaleen Street, Dawn Park Extension 2, Boksburg, measuring 802 square metres.

*Improvements* which are not guaranteed to be correct: *Main building:* Brick under tile, lounge, dining-room, kitchen, three bedrooms, two bathrooms and w.c. *Outbuildings:* Servant's room and w.c.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

## CAPE • KAAP

#### Case 7494/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL HELD AT PAARL

In the matter between **ABSA Bank Limited**, Plaintiff, and **John Hollenbach**, First Defendant, and **Edna Jeanette Hollenbach**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Paarl, the following will be sold in execution on 30 January 1995 at 10:00, in front of the Magistrate's Court for the District of Paarl, to the highest bidder:

Erf 16652, Paarl, 250 (two hundred and fifty) square metres, held by Deed of Transfer T77309/93, situated at 11 Sonata Street, Paarl, 7620, two 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 deed 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 16,25 (sixteen comma two five per centum) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Paarl.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

#### Case 19666/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Lansdowne Board Distributors (Pty) Ltd**, Execution Creditor, and **B. C. Arendse**, Execution Debtor

The following property will be sold voetstoots and without reserve in execution by public auction outside the Mitchells Plain Court-house, Mitchells Plain, to the highest bidder on 30 January 1995 at 09:00:

Erf 16495, Mitchells Plain, in extent one hundred and ten (110) square metres, address 47 Burgundy Crescent, Westridge, Mitchells Plain.

##### Conditions of sale:

1. The following information is furnished but not guaranteed: Three bedrooms, bathroom/toilet, lounge, kitchen and duplex.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.

3. 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 sixteen (16%) per annum 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 purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

W. D. Baxter, for Buchanan Boyes, 64 Church Street, Wynberg.

#### Case 8556/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, Plaintiff, and **G. Ludwig**, First Defendant, and **Mrs A. M. Ludwig**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 2 February 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain to the highest bidder:

Erf 43788 (portion of Erf 43786), Mitchells Plain, 216 (two hundred and sixteen) square metres, held by Deed of Transfer T52315/1991, situated at 11 Mare Street, Strandfontein Village, two 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 (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

#### Case 10317/93

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Schneeberger N.O.**, Jannice Myra, First Defendant, **Judin N.O.**, John Michael, Second Defendant, and **Schneeberger N.O.**, Graham, Third Defendant

In pursuance of a judgment of the above-mentioned Honourable Court in the above matter dated 6 October 1993, I shall sell in execution by public auction on Thursday, 2 February 1995 at 11:30, subject to the conditions of sale to be read at the sale, the following immovable property:

##### 1. Certain:

(a) Section 3 as shown and more fully described on sectional plan 197/1981 in the building or buildings known as Clifton Flats;



(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

*Measuring:* 24 (twenty-four) square metres, comprising garage.

Held under Certificate of Registered Sectional Title 197/1991, situated at 14 Clifton Flats, Victoria Road, Clifton.

**2. Certain:**

(a) Section 13 as shown and more fully described on Sectional Plan 197/1981, in the building or buildings known as Clifton Flats;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

*Measuring:* 9 (nine) square metres, comprising store-room.

Held under Certificate of Registered Sectional Title No. 197/981, situated at 14 Clifton Flats, Victoria Road, Clifton.

**3. Certain:**

(a) Section 14 as shown and more fully described on Sectional Plan 197/1981 in the building or buildings known as Clifton Flats;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

*Measuring:* 99 (ninety-nine) square metres, comprising lounge with open plan kitchen, three bedrooms, two bathrooms and balcony.

Held under Certificate of Registered Sectional Title 197/1981.

Situated at 14 Clifton Flats, Victoria Road, Clifton.

The conditions of sale will lie for inspection at my office at Cape Town.

S. V. Shapiro, for Bisset Boehmke & McBlain, Attorneys for Plaintiff, 13th Floor, Cartwright's Corner House, Adderley Street, Cape Town, 8001.

**Saak 599/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD**

In die saak tussen **ABSA Bank**, Eiser, en **Abraham Johnson**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Kaapstad, in bogenoemde saak en van 'n lasbrief vir eksekusie wat daarvolgens uitgereik is, sal die volgende eiendom per openbare veiling verkoop word:

Erf 728, Darling, geleë in die munisipaliteit Darling, afdeling Malmesbury, groot 595 vierkante meter, gehou kragtens Transportakte T53981/1984, geregistreer in die naam van Abrahams Johnson, op 2 Februarie 1995 om 10:00, geleë te Donkinstraat 82, Darling, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer by die veiling uitgelees sal word.

*Beskrywing:* Die volgende inligting word verstrek, maar niks word gewaarborg nie: Gepleisterde huis en geverf met gegolfdde asbesdak, voorstoep met pilare vir priesel, sitkamer, oopplan kombuis met eetkamer, drie slaapkamers en badkamer met toilet.

*Betaalvoorwaardes:* Tien persent (10%) van die koopprijs is kontant betaalbaar onmiddellik na die veiling en betaling van die saldo tesame met rente daarop teen 20,75% (twintig komma sewe vyf persent) per jaar bereken van een maand na die veiling moet gewaarborg word deur 'n waarborg goedgekeur deur die Eiser se prokureurs en wat binne een maand na die veiling aan Eiser se prokureurs oorhandig moet word.

*Verkoopvoorwaardes:* Die eiendom word voetstoots verkoop en die koper is aanspreeklik vir die agterstallige belasting, heffings en rioolgelde gehef ten opsigte van die eiendom. Die volledige verkoopvoorwaardes lê ter insae in die kantoor van die prokureurs Ernst Strauss & Haasbroek, Voortrekkerweg 45, Goodwood.

Gedateer te Goodwood op hede die 21ste dag van Desember 1994.

A. van Rhyn, vir Ernst Strauss & Haasbroek, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood.

**Case 5418/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL HELD AT PAARL**

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Judgment Creditor, and **Vernon Malcolm Beukes**, First Judgment Debtor, and **Specilene Truricia Beukes**, Second Judgment Debtor

In pursuance of a judgment granted on 30 August 1993, in the Paarl Magistrate's Court, the following property will be sold to the highest bidder on 7 February 1995 at 11:00, at Paarl Court-house:

*Description:* Erf 18072, Paarl, situated in the Municipality and Administrative District of Paarl, in extent four hundred and forty-three (443) square metres.

*Postal address:* 20 Lilac Street, Groenheuwel, Paarl.

*Improvements Dwelling:* Lounge, kitchen, three bedrooms, bathroom and toilet, held by Deed of Transfer 26308/90.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 20th day of December 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W51345/HVN/Mrs Wolmarans.)

## Case 21436/94

## 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 **Mariam Julius**, Judgment Debtor

In pursuance of a judgment granted on 20 September 1994, in the Cape Town Magistrate's Court, the following property will be sold to the highest bidder on 31 January 1995 at 09:30, at 32 Essex Street, Woodstock:

*Description:* Erf 137438, Cape Town, at Woodstock in the Municipality of Cape Town, Cape Division, in extent one hundred and twenty-six (126) square metres.

*Postal address:* 32 Essex Street, Woodstock.

*Improvements: Dwelling:* Four bedrooms, kitchen, dining-room and lounge, held by Deed of Transfer 74247/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 21st day of December 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z58537/HVN/Mrs Wolmarans.)

## Case 10629/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Basel Ronald Jaftha**, First Judgment Debtor, and **Katie Jaftha**, Second Judgment Debtor

In pursuance of a judgment granted on 26 September 1994, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 7 February 1995 at 09:00, at Mitchells Plain Court-house:

*Description:* Erf 4951, Mitchells Plain, situated in the Municipality of Cape Town, Cape Division, in extent one hundred and seventy-six (176) square metres.

*Postal address:* 52 Barbados Street, Portlands.

*Improvements Dwelling:* Three bedrooms, lounge, kitchen, toilet and bathroom, held by Deed of Transfer 60041/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 21st day of December 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z53404/HVN/Mrs Wolmarans.)

## Case 24078/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Carl Jens Grabowski** and **Jenita Luscia Grabowski**

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, 29 Richwood Avenue, Richwood, Milnerton, 7441, on Wednesday, 1 February 1995 at 12:00:

Erf 1310, Richwood, in the Municipality of Milnerton, in extent 455 (four hundred and fifty-five) square metres held by Deed of Transfer T27730/92 and situated at 29 Richwood Avenue, Richwood, Milnerton, 7441.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Goodwood.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom/w.c. and shower/w.c.

3. *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 full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 22nd 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 Z27638.)

Case 10595/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Mr R. W. R. Butler**, Defendant

In terms of a judgment granted by the Magistrate's Court, Goodwood, dated 29 September 1994, and a warrant of execution, dated 5 October 1994, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on site to the highest bidder, on Monday, 30 January 1995 at 11:00:

Erf 2755, Milnerton, in the Municipality of Milnerton, Cape Division, more commonly known as 21 Visagie Street, Bothasig, Cape, in extent 595 (five hundred and ninety-five) square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. *The following information is furnished but not guaranteed:* Single dwelling, built of brick walls and corrugated sheeting roof, consisting of three bedrooms, lounge, bathroom and kitchen.

3. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling bank rate to be paid against registration of transfer, and secured within fourteen (14) days after the date of the sale by a bank or building society guarantee.

4. The full and complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Court, Goodwood.

A. G. Butler, for Butler & Blanckenberg, Plaintiff's Attorneys, 21 Belmont Road, Rondebosch. (Ref. AGB/Mrs Ratcliffe.)

Case 527/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(East London Circuit Local Division)In the matter between **Standard Bank of South Africa Limited** (Reg. No. 62/00738/06), Plaintiff, and **Elmon Simon Sikhondze**, Defendant

In pursuance of a judgment granted in the Supreme Court (East London Circuit Local Division), and writ of execution dated 5 December 1994, by the above Honourable Court, the following property will be sold in execution on Friday, 27 January 1995 at 11:00, by the Sheriff of the Court, at Erf 1310, Beacon Bay, commonly known as 20 Bird Street, East London:

Erf 1310, Municipality and Division of East London, in extent 2 122 square metres, held by Deed of Transfer T5160/1993, commonly known as 20 Bird Street, Beacon Bay.

The property consists of usual buildings/outbuildings.

*Description:* Entrance hall, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom, showerroom, tiled roof, garage, servants' quarters, pre-cast fencing, brick paving, swimming-pool and single storey.

*Conditions of sale:*

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Courts rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at 18 Moore Street, Quigney, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this the 22nd day of December 1994.

Drake Flemmer & Orsmond, Fifth Floor, NBS Building, 15 Terminus Street, East London. (Ref. M. B. Orsmond/RW/S260.)

Case 456/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as Allied Bank *versus* **Shamil Samuels** and **Fatima Skippers**

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 2 February 1995 at 10:00:

Erf 443, Weltevreden Valley, situated in the local area of Weltevreden Valley, Division Cape, in extent 377 (three hundred and seventy-seven) square metres, held by Deed of Transfer T67307/90, situated at 9 Mayfair Crescent, Weltevreden Valley, Mitchells Plain.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.



2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms, bathroom/toilet/shower.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 22nd day of December 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 1108/94

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Kommissaris van Binnelandse Inkomste**, Eiser, en **K. R. Harris**, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 17 Februarie 1994 en 'n lasbrief tot beslaglegging van onroerende goed gedateer 2 Junie 1994 sal die ondergemelde onroerende eiendom deur die Geregsbode van Kimberley per publieke veiling in eksekusie verkoop word aan die hoogste bieder voor die Landdroskantoor te Kimberley op 26 Januarie 1995 om 10:00:

Die eiendom wat verkoop word is die volgende:

1. Erf 1742, munisipaliteit Kimberley, groot 418 vierkante meter, gehou kragtens Transportakte T11/1993, ook bekend as Austinstraat 23 (leë erf).
2. Erf 2032, munisipaliteit Kimberley, groot 426 vierkante meter, gehou kragtens Transportakte T809/1993, ook bekend as Blackbeardstraat 2 (leë erf).
3. Erf 3760, munisipaliteit Kimberley, groot 1 040 vierkante meter, gehou kragtens Transportakte T738/1986, ook bekend as Diomedesstraat 9.

*Informasie:* Die volgende informasie word verskaf maar nie gewaarborg nie: Erwe 1742 en 2032 is leë erwe en daar is 'n woonhuis met die gewone buitegeboue op Erf 3760.

*Verkoopvoorwaardes:* 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping tesame met die afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank- bouvereniging- of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Geregsbode te Kimberley.

Gedateer te Kimberley hierdie 15de dag van Desember 1994.

E. A. Pienaar, vir Elliott Maris Wilmans & Hay, Eiser se Prokureur, Cheapside, Posbus 179, Kimberley. (Verw. mev. Pienaar/sls/475.)

Saak 7563/94

#### IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Fidelity Bank Beperk**, Eiser, en **Ivan Polson**, Eerste Verweerder, en **Jolita Polson**, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 31 Januarie 1995 om 12:00, op die plek te Caledonstraat 16, Goodwood:

Erf 8246, Goodwood, in die munisipaliteit Goodwood, afdeling Kaap, groot 495 vierkante meter, gehou deur die Verweerder kragtens Transportakte T19922/94, gedateer 24 Maart 1994.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprijs tesame rente daarop teen 16,25% per jaar betaal word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie: 'n Woonhuis bestaande uit sit-/eetkamer, drie slaapkamers, kombuis, badkamer en enkelmotorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Goodwood, Eppinglaan, Elsiesrivier en in die kantoor van die ondergetekende.

Gedateer te Bellville op 29 November 1994.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Posbus 50, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/jk.)

Saak 4240/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Zanene Henry Klaasen**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 5 Desember 1994, sal die volgende eiendom in eksekusie verkoop word op Maandag, 30 Januarie 1995 om 10:00, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 1588, Tyolora, in die administratiewe distrik George, ook bekend as Nqacanastraat 1588, Sandkraal, George, groot 300 vierkante meter.

**Verbeterings:** Een woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, eetkamer, een en 'n halwe badkamer en motorafdak.

**Verkoopvoorwaardes:**

1. Die verkoping is onderhewig aan die bepalinge van die Landdroshofwet No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalinge van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 15,25% vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouvereniging waarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastinge en heffings vir die huidige jaar en afslerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 13de dag van Desember 1994.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak 2292/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **F. Meyer**, Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 12 Augustus 1994 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 27 Januarie 1995 om 10:00, op die perseel van die Verweerder, naamlik:

Erf 3854, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot driehonderd sewe-en-negentig (397) vierkante meter, gehou kragtens Transportakte T5755/90, ook bekend as Volstruisweg 1415, Bridgton, Oudtshoorn.

**Voorwaardes van verkoping:**

1. Die verkoping sal onderhewig wees aan die bepalinge van die Landdroshofwet, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet en stort met aparte toilet.

3. **Terme:** 10% (tien persent) van die koopprijs op die dag van die verkoping en die afslersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank- of bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan die Eiser se prokureurs verskaf moet word.

4. **Voorwaardes:** Die volledige voorwaardes wat onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van die Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 15de dag van Desember 1994.

Duvenage, Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Case 6812/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL HELD AT PAARL

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Thomas Jacob Fourie** and **Rachel Francina Fourie**

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 Paarl, on Monday, 30 January 1995 at 11:00:

Erf 16180, Paarl, in the Municipality of Paarl, in extent 416 (four hundred and sixteen) square metres, held by Deed of Transfer T14242/87 and situated at 79 Conrad Street, Mountain View, Paarl, 7646.

**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, Paarl.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom, shower and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 19th 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 Z28324.)

**Saak 5757/94**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eiser, en **J. C. Coetzee**, Eerste Verweerder, en **S. Coetzee**, Tweede Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Kuilsrivier gedateer 24 Junie 1994, sal die onroerende goed hieronder beskryf op Vrydag, 3 Februarie 1995 om 11:45, op die perseel te Kloofstraat 83, Silveroaks, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Woonhuis met baksteenmure en geteelde dak bestaande uit enkelmotorhuis, drie slaapkamers, badkamer, kombuis, aparte gesinskamer en sit/eetkamer.

Erf 9492, Kuilsrivier in die munisipaliteit Kuilsrivier, afdeling Stellenbosch, groot 460 (vierhonderd en sestig) vierkante meter, gehou kragtens Transportakte T51016/1991, ook bekend as Kloofstraat 83, Silveroaks, Kuilsrivier.

##### *Verkoopvoorwaardes:*

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die Transportakte T51016/1991 waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprijs tesame met rente daarop teen 16,5% (sestien komma vyf persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Kuilsrivier.

Gedateer te Goodwood hierdie 15de dag van Desember 1994.

P. F. Vos, vir Visagie, Vos & Vennote, Vonnisskuldeiser se Prokureurs, Libertassentrum 107, Goodwood. (Tel. 591-9221.) (Verw. PFV/rdw/S.6.)

**Saak 3377/94**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Shirall Noeleen Pillay**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 7 September 1994, sal die volgende eiendom in eksekusie verkoop word op Maandag, 30 Januarie 1995 om 10:30, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 936, Pacaltsdorp, in die munisipaliteit Pacaltsdorp, distrik George (ook bekend as Crescentrylaan 4, Pacaltsdorp), groot 1,522 vierkante meter, gehou kragtens Transportakte T56186/91.

*Verbeterings:* Leë erf.

##### *Verkoopvoorwaardes:*

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet No. 32 van 1944 en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 15,25% (vyftien komma twee vyf per centum) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendomme nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendomme deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 19de dag van Desember 1994.

R. Engelbrecht, vir Raubenheimers Ingelyf, Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**ABSA Bank Limited**, trading as United Bank, *versus* **Jacobus Jöhannes Nel**

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, 39 Van Niekerk Street, Oakdale, Bellville, 7530, on Wednesday, 1 February 1995 at 11:00:

Erf 5222, Bellville, in the Municipality of Bellville, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T17407/90 and situated at 39 Van Niekerk Street, Oakdale, Bellville, 7530.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, two bathrooms, w.c. and single garage.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 14th day of December 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z23464.)

Case 547/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CERES HELD AT CERES

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Judgment Creditor, and **Hendrina Christina Kotze**, Judgment Debtor

In pursuance of a judgment granted on 4 October 1994, in the Ceres Magistrate's Court, the following property will be sold to the highest bidder on 10 February 1995 at 10:00, at Ceres Court-house:

*Description:* Remainder of Erf 1371, Ceres, in the Municipality and Division of Ceres, in extent nine hundred and eighty (980) square metres.

*Postal address:* 7 Phillip Street, Ceres.

*Improvements:* Dwelling: Lounge/dining-room, kitchen, laundry, three bedrooms, bathroom/toilet, staff room, garage and toilet, held by Deed of Transfer 7139/91.

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 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 20th day of December 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z57773/HVN/Mrs Wolmarans.)

Case 10638/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Michael Classen**, First Judgment Debtor, and **Pauline Janetta Classen**, Second Judgment Debtor

In pursuance of a judgment granted on 4 November 1994, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 6 February 1995 at 10:00, at Mitchells Plain Court-house:

*Description:* Erf 1107, Weltevreden Valley, in the local area of Weltevreden Valley, Cape Division, in extent three hundred and seventy-eight (378) square metres.

*Postal address:* 19 Tracey Avenue, Colorado Park.

*Improvements:* Dwelling: three bedrooms, bathroom/toilet and open plan kitchen/lounge, held by Deed of Transfer 1306/93.

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 19th day of December 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z58125/HVN/Mrs Wolmarans.)

## Case 30/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Ernest Dannis Adams**, First Judgment Debtor, and **Nesa Maria Adams**, Second Judgment Debtor

In pursuance of a judgment granted on 31 August 1994, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 2 February 1995 at 09:00, at Mitchells Plain Court-house:

*Description:* Erf 13998, Mitchells Plain, situated in the Municipality of Cape Town, Cape Division, in extent one hundred and sixty-eight (168) square metres.

*Postal address:* 22 Lightning Way, Rocklands.

*Improvements:* Dwelling: Kitchen, lounge, two bedrooms and toilet/bathroom, held by Deed of Transfer 49422/86.

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 19th day of December 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z53902/HVN/Mrs Wolmarans.)

## Case 40/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Muneeb Property Investments CC**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Thursday, 16 February 1995 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 35488, measuring 495 square metres, held by the Execution Debtor under Deed of Transfer T72723/1989 (dated 13 December 1989), popularly known as 98 Ruth Road, Rylands Estate.

The property consists of single tiled roof, brick wall dwelling consisting of kitchen, four bedrooms, laundry room, servants' quarters, toilet/shower, store-room, passage, two bathrooms, two toilets, lounge, dining-room and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1414.)

## Case 14108/94

## 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 **Renee Gorham**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg, and writ of execution dated 21 June 1994, the following property will be sold in execution to the highest bidder at 4 Long Street, Constantia, on Wednesday, 8 February 1995 at 14:00, to the highest bidder:

*Certain:* Erf 1732, Constantia, in the area of the Local Council of Constantia Valley, Cape Division, in extent 1 007 square metres, held by Deed of Transfer T48059/1980, also known as 4 Long Street, Constantia, consisting of single-storey residential dwelling, built of brick walls and tiled roof, lounge, dining-room, kitchen, four bedrooms, bathroom and toilet, double garage and swimming-pool.

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 any local authority.

4. Possession shall be taken on date of sale.

Dated at Claremont on the 14th day of December 1994.

Coulter Van Gend & Kotze, Attorneys for Judgment Creditor, Second Floor, Norwich Life Terrace, 25 Protea Road, Claremont. (Ref. JVG/GS/AC: 14565.)

Case 35834/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Barnee Builders CC**, Execution Creditor, and **C. P. Reid**, Execution Debtor

The following property will be sold voetstoots and without reserve in execution by public auction outside the Mitchells Plain Court-house, Mitchells Plain, on 30 January 1995 at 09:00:

Erf 18575, Mitchells Plain, in extent 160 (one hundred and sixty) square metres.

Address: 6 Pearl Street, Rocklands, Mitchells Plain.

*Conditions of sale:*

1. The following information is furnished but not guaranteed:

Brick building tiled roof, two bedrooms, lounge, kitchen, toilet/bathroom and garage semi-detached.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.

3. Payment shall be effected as follows:

Ten per cent (10%) of the purchaser price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) per annum 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 14 (fourteen) days of the date of sale.

W. D. Baxter, for Buchanan Boyes, 64 Church Street, Wynberg.

Saak 497/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **C. G. Liebenberg**, Eiser, en **J. A. Oosthuizen**, Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof, op 17 Mei 1994, en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 27 Januarie 1995 om 10:00, op die perseel van die Verweerder, naamlik:

Erwe 102 en 103, Prins Albert, in die munisipaliteit en afdeling Prins Albert, Erf 102 — groot 2 173 (tweeënduisend eenhonderd drie-en-sewentig) vierkante meter en Erf 103 — 1 863 (eenduisend agthonderd drie-en-sestig) vierkante meter, gehou kragtens Transportakte T61183/84, ook bekend as Kerkstraat 123, Prins Albert.

*Voorwaardes van verkoping:*

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshof, die reëls daarunder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie:  
Woonhuis bestaande uit sitkamer, eetkamer, kombuis, vyf slaapkamers, een en 'n halwe badkamer, toilet, enkel motorhuis, buitegeboue en buitekamer.

3. *Terme:* 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank of bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan eiser se prokureurs verskaf moet word.

4. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van die Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 22ste dag van Desember 1994.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.



## Case 1108/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED**, trading as United Bank, *versus* **Johannes Joey de Vos** and **Aletta Gertruida de Vos**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 6 February 1995 at 09:00, to the highest bidder:

Erf 2980, Eerste River, in extent 345 square metres, held by T74358/1992, situated at 6 Geysler Crescent, Stratford Park, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/shower/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per 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. D4U0035/104270/gl.)

## Case 7243/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED**, trading as United Bank, *versus* **Cavin Charles Frantz** and **Mildred Audrey Frantz**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 6 February 1995 at 09:00, to the highest bidder:

Erf 3949, Eerste River, in extent 421 square metres, held by T67118/1988, situated at 6 Sunflower Crescent, Westminster Park, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4U109534/gl.)

## Case 13747/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED**, trading as United Bank, *versus* **Karel Petrus Scheepers** and **Fiona Elizabeth Scheepers**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 6 February 1995 at 09:00, to the highest bidder:

Erf 6546, Blue Downs, in extent 280 square metres, held by T68289/1989, situated at 38 Nile Street, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U1587/117352/gl.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA BANK LIMITED**, trading as United Bank, *versus* **Peter John Schmidt and Caroline Rhoda Schmidt**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 7 February 1995 at 09:00, to the highest bidder:

Erf 14074, Mitchells Plain, in extent 252 square metres, held by T79037/1992, situated at 1 Albacore, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per 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. D3U0637/104115/gl.)

Case 3247/89

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA BANK LIMITED**, trading as United Bank, *versus* **Sedick Jacobs and Bahia Jacobs**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Wednesday, 8 February 1995 at 10:00, to the highest bidder:

Erf 8703, Mitchells Plain, in extent 244 square metres, held by T27405/1988, situated at 38 Haakdoring Street, Lentegeur, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

Semi detached dwelling, lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per 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. D9U0120/104242/gl.)

Case 21962/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **Simon Sigwevu**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth, dated 29 July 1994, and in pursuance of an attachment in execution dated 17 August 1994, a sale by public auction will be held at the front entrance, New Law Courts, North End, Port Elizabeth, on Friday, 27 January 1995 at 14:15, of the following immovable property situated at 8 Qolora Street, Motherwell:

*Zoned*: Residential.

*Being*: Erf 10353, Motherwell, situated in the area of the City Council of Port Elizabeth, in the Administrative District of Uitenhage, in extent 281 square metres, held by Simon Sigwevu, under Certificate of Ownership T2856/91, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached brick dwelling under asbestos with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Port Elizabeth (North).

*Terms*: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 12th day of December 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

*Service address*: 186 Cape Road, Port Elizabeth.

## Case 12826/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited**, Plaintiff, and **Themba Elias Mangxangaza**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 7 July 1994, the following immovable property will be sold in execution on Thursday, 9 February 1995 at 10:00, at the Magistrate's Court, Kokstad, to the highest bidder:

Lot 1073, Bhongweni, Administrative District of Mount Currie, in extent 360 (three hundred and sixty) square metres.

*The following information is furnished regarding the property, but is not guaranteed:* The property is physically situated at Lot 1073, Bhongweni, Kokstad, which property consists of land improved by a single-storey dwelling-house under brick and tile comprising three bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Kokstad, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, Kokstad, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 19th day of December 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

## Case 24057/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited**, Plaintiff, and **Zibonele George Mtolo**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 20 October 1994, the following immovable property will be sold in execution on Thursday, 9 February 1995 at 10:00, at the Magistrate's Court, Kokstad, to the highest bidder:

Lot 1046, Bhongweni, Administrative District of Mount Currie, in extent three hundred and fifty-five (355) square metres.

*The following information is furnished regarding the property, but is not guaranteed:* The property is physically situated at Lot 1046, Bhongweni, Kokstad, which property consists of land improved by a single-storey dwelling-house under brick and tile, comprising three bedrooms, bathroom, w.c., lounge, dining-room and kitchen. No outbuilding.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Kokstad, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, Kokstad, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 19th day of December 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

## Case 8242/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Donovan Edmund Steenkamp** and **Marlene Valda Steenkamp**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 6 February 1995 at 09:00, to the highest bidder:

Erf 1173, Hagley, in extent 325 square metres, held by T9123/1994, situated at 29 Sir Lancelot Street, Camelot, Hagley, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee 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. 4A109544/gl.)



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA Bank Limited**, trading as United Bank *versus* **Jonathan Mervin Melvin Meyer and Dorothy Elizabeth Meyer**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 7 February 1995 at 09:00, to the highest bidder:

Erf 36263, Mitchells Plain, in extent 160 square metres, held by T79048/1991, situated at 35 Jungfrau Crescent, Tafelsig, Mitchells Plain, Western Cape:

1. The following improvements are reported but not guaranteed: *Semi-detached dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee 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. D3U0255/104531/gl.)

## Case 10406/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA Bank Limited**, trading as United Bank *versus* **Faizel Hendricks and Shahida Hendricks**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 7 February 1995 at 09:00, to the highest bidder:

Erf 31300, Mitchells Plain, in extent 324 square metres, held by T50666/1986, situated at 107 Trampoline Street, Beacon Valley, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee 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. D2U1267/104398/gl.)

## Case 446/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF FORT BEAUFORT HELD AT FORT BEAUFORT

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mr M. W. Guzi and Mrs N. I. M. Guzi**, Defendants

In execution of a judgment granted in the above Court on 23 August 1994, the following property will be sold by public auction at the Magistrate's Court, Fort Beaufort, on 3 February 1995 at 10:00:

The right, title and interest in the leasehold in respect of Erf 2440, Kwatinidubu, Fort Beaufort, in extent 644 square metres, held under Certificate of Registered Grant of Leasehold TL3767/89.

The property consists of a house with three bedrooms, a kitchen, lounge, dining-room, two bathrooms and a garage.

*Conditions of sale:*

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All municipal and divisional council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown, 6140.

IN THE SUPREME COURT OF SOUTH AFRICA  
(Eastern Cape Division)

In the matter between **Federated Timbers**, Plaintiff, and **John Sidney Hutchinson**, Defendant

In pursuance of the judgment of the above Honourable Court dated 11 November 1993, the property listed hereunder will be sold in execution on 27 January 1995 at the Sheriff's Offices, Pascoe Lane, Port Alfred, to the highest bidder without reserved subject to the conditions of sale which may be inspected at the office of the Sheriff of the Court, Pascoe Lane, Port Alfred:

1. Erf 2357, in the Municipality of Port Alfred, in extent 618 (six hundred and eighteen) square metres, held under Deed of Transfer T5352/1982 also known as 2 September Street, Station Hill, Port Alfred.

A deposit of 10% (ten per cent) of the purchase price in cash is payable and the balance on registration of transfer.

The conditions of sale may be inspected at the offices of the Sheriff, Port Alfred.

The following improvements on the property are reported in this respect nothing is guaranteed, a single storey brick dwelling consisting of two bedrooms, kitchen, bathroom and lounge.

Dated at Grahamstown this 20th day of December 1994.

Neville Borman & Botha, Attorneys for Plaintiff, Millbarn Centre, High Street, Grahamstown. (Ref. S. T. Rankin.)

Saak 2304/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBANIE GEHOU TE GRAHAMSTAD

In die saak tussen **Federated Timbers**, Eiser, en **Ivan Rodney Lisher**, Verweerder

Volgens 'n Hofbevel gedateer 12 November 1993, kennis word hiermee gegee dat die hieringenoemde eiendomme gereguleer te koop aangebied sal word deur die Balju vir die distrik Albanie, Kaap, op 27 Januarie 1995 om 14:00 te die Landdroshof, Port Alfred, Kaap:

1. Erf 191, Langholm, in die afdeling Bathurst, groot 2 024 (tweeënduisend vier-en-twintig) vierkante meter.

2. Erf 192, Langholm, in die afdeling Bathurst, groot 2 024 (tweeënduisend vier-en-twintig) vierkante meter.

3. Restant Erf 193, Langholm, in die afdeling Bathurst, groot 4 047 (vierduisend sewe-en-veertig) vierkante meter.

Gehou kragtens Akte van Transport T00231/1993.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die balans teen transport.

Die volgende verbeteringe is blykbaar op die eiendom aangebring alhoewel niks gewaarborg is nie:

Ou plaashuis, baksteen en pleister onder sinkplaat, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. Daar is 'n veranda aan drie kante van die gebou.

Buitegeboue bestaan uit 'n motorhuis en stoorkamer, baksteen en hout onder sinkplaat.

Reservoir (dam) en tenk verskaf deur 'n boorgat.

Elektrisiteit verskaf deur Eskom.

Die veiling se voorwaardes mag nagesien word by die kantoor van die Balju, Landdroshofkantoor, Port Alfred.

Gedateer te Grahamstad op hierdie 20ste dag van Desember 1994.

Neville Borman & Botha, Prokureurs vir Eiser, Hoogstraat, Grahamstad. (Verw. S. T. Rankin.)

Case 48510/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA Bank Limited** (trading as Allied Bank) *versus* **Christine Forbes**

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, 43 Whittlers Way, Hout Bay, 7800, on Tuesday, 31 January 1995 at 12:00:

Erf 5159, Hout Bay, in the Local Area of Hout Bay, in extent 1 791 (one thousand seven hundred and ninety-one) square metres, held by Deed of Transfer T15986/89 and situated at 43 Whittlers Way, Hout Bay, 7800.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, three bedrooms, kitchen and two bathrooms.

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 the 2nd day of December 1994.

G. Visser, Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z22908.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**Nedcor Bank Limited versus N. J. Nongalaza**

*The property:* All the right, title and interest in the leasehold in respect of Erf 29, Guguletu, in the area of jurisdiction of the Town Committee of Ikapa, in extent 476 square metres, situated at NY 144, No. 16, Guguletu.

*Improvements (not guaranteed):* Single dwelling, brick walls, tiled roof, open-plan lounge/dining-room, kitchen, three bedrooms, one en-suite, bathroom, toilet and garage.

*Date of sale:* 1 February 1995 at 10:00.

*Place of sale:* Mitchells Plain Magistrate's Court.

*Material conditions:* The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 42354/89

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**Nedcor Bank Limited versus M. T. Mlawuza**

*The property:* All right, title and interest in the leasehold in respect of Erf 786, Guguletu, situated in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 225 square metres, situated at NY 130, No. 54, Guguletu.

*Improvements (not guaranteed):* Single dwelling, asbestos sheeting roof, lounge, dining-room, kitchen, bedroom and outside bathroom/toilet.

*Date of sale:* 1 February 1995 at 10:00.

*Place of sale:* Mitchells Plain Magistrate's Court.

*Material conditions:* The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain North.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 13346/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **First National Bank Limited**, Plaintiff, and **Mr Christopher James Broli**, Defendant

In execution of a judgment of the Magistrate's Court, East London, in the above matter, a sale will be held on Friday, 27 January 1995 at 11:00, at 57 Main Road, Amalinda, East London, as referred to below:

Erf 2235, East London, Amalinda Township Extension 4, Municipality and Division of East London, in extent one thousand and twenty-six (1 026) square metres, held by Deed of Transfer T198/1989, subject to the conditions mentioned or referred to therein.

The following information relating to the property is furnished but not guaranteed in any way: A single-storey dwelling under tiled roof with double garage attached, lounge, four bedrooms, kitchen, bathroom, toilet, outside storeroom and servant's toilet.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within ten (10) 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 will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.
5. The sale is subject to the proceeds of the sale being sufficient to satisfy the claim of any preferent creditor in full.

Dated at East London this 13th day of December 1994.

Brown, Hurly & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank, Oxford Street. (Ref. Mr A. J. Miller.)



Saak 6498/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk**, Eiser, en **J. K. en C. D. von Willigh**, Verweerders

Ingevolge 'n vonnis van die Landdros te Bellville, gedateer 6 Mei 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Otto Meyerrylaan 28, Glenhaven, Bellville, per publieke veiling te koop aangebied op 7 Februarie 1995 om 09:00:

Erf 13706, Bellville, ook bekend as Otto Meyerrylaan 28, Glenhaven, Bellville, afdeling Kaap, groot 584 vierkante meter, gehou kragtens Transportakte T80115/93.

*Voorwaardes:*

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3 (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,25% (vyftien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

*Datum:* 14 Desember 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EVN372.)

Case 12/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Julia Doreen Wallace**

The following property will be sold in execution by public auction held at 27 Seemeeu Crescent, Sea Wind, Steenberg, to the highest bidder on 1 February 1995 at 12:00:

Erf 124254, Cape Town, at Retreat, in the Municipality of Cape Town, Cape Division, in extent 173 (one hundred and seventy-three) square metres, held by Deed of Transfer T26209/88, situated at 27 Seemeeu Crescent, Sea Wind, Steenberg.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of 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 12th day of December 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 16260/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as Allied Bank, *versus* **Martha Booysen**

The following property will be sold in execution by public auction held at Mitchells Plain, Magistrate's Court, to the highest bidder on 2 February 1995 at 09:00:

Erf 13157, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 13 157 square metres, held by Deed of Transfer T64473/93, situated at 7 Liberator Street, Rocklands.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 12th day of December 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

**Case 1480/94**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL HELD AT PAARL

In the matter between **Cape of Good Hope Bank Limited**, Plaintiff, and **Carolus Jacobs**, First Defendant, and **Annie Jacobs**, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 21 March 1994, the following property will be sold on Monday, 6 February 1995 at 11:00, at the premises attached in execution in the above matter namely 26 Strelitzia Street, Klein Nederberg, Paarl, to the highest bidder:

Erf 10462, Paarl, in the Municipality and Division of Paarl, measuring four hundred and seventy-three (473) square metres, measuring four hundred and seventy-three (473) square metres, held under Deed of Transfer T60750/84.

*Conditions of sale:*

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at Paarl this 14th day of December 1994.

J. Oosthuizen, for Minitzers, 43 Lady Grey Street, Paarl, 7646. (Ref. JO/sl/008145/57626.)

**Case 8315/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Federated Timbers (Pty) Ltd**, trading as FT Building Supplies, Plaintiff, and **Mr David Henderson Vorster**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution, dated 3 September 1994, the following property will be sold on 27 January 1994 at 09:00, at the Magistrate's Court, Main Foyer, Buffalo Street, East London, to the highest bidder:

Certain Farm 305, Division of East London, measuring 419,7592 hectares.

*Conditions of sale:*

1. The purchaser of the property shall pay 10% (ten per cent) of the purchase price on signature of the conditions of sale and the balance, together with interest, against transfer. The said amount is to be secured by an approved bank or building society guarantee which is to be furnished within 14 days of the date of sale.

2. The property will be sold voetstoots and subject to the terms of the rules of the Magistrate's Court and subject to all servitudes and conditions specified in the respective deed of transfer.

3. The full conditions of sale may be inspected at the office of the Execution Creditor's attorneys and will be read out by the auctioneer immediately before the sale of the said property.

Mathie Meyer & Gravett, Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Petrie/dp/FT.42.)

**Case 8659/94**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Haroun Hartogh**, Execution Debtor

In execution of a judgment of the Magistrate's Court, for the District of Uitenhage, dated 7 November 1994, and in pursuance of an attachment in execution dated 10 November 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 26 January 1995 at 11:00, of the following immovable property situated at 42/44 Mitchell Street, Central, Uitenhage:

*Zoned:* Residential.

Being Erf 1859, Uitenhage, in the Municipality and Division of Uitenhage, in extent 437 square metres.

Erf 1860, Uitenhage, in the Municipality and Division of Uitenhage, in extent 450 square metres.

Held by Haroun Hartogh, under Deed of Transfer 28524/92, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single-storey detached dwelling under iron roof consisting of six rooms including lounge and dining-room, bathroom, single garage, servant's room and outside toilet.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

**Terms:** 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 15th day of December 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Saak 10717/94

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **P. en E. L. Guta**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 17 November 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Amstelveen 16, Dennemere, Blackheath, per publieke veiling te koop aangebied op 3 Februarie 1995 om 10:45:

Erf 2002, Gaylee, ook bekend as Amstelveen 16, Dennemere, Blackheath, afdeling Stellenbosch, groot 312 vierkante meter, gehou kragtens Transportakte T9370/88.

##### Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderheg aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,25% (vyftien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 12 Desember 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EGN424.)

Case 4437/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL HELD AT PAARL

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Adam Goliath** and **Margaret Goliath**

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 Paarl, on Friday, 27 January 1995 at 10:00:

Erf 19301, Paarl, in the Municipality of Paarl, in extent 121 (one hundred and twenty-one) square metres, held by Deed of Transfer T23537/91, and situated at 10A Gladiou Crescent, Groenheuwel, Paarl, 7646.

##### 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, Paarl.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. **Payment:** 10% (ten per 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 this 9th 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/SGZ26709.)



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Abraham Adam Nolan**, First Execution Debtor, and **Elizabeth Nolan**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court, for the District of Mitchells Plain, dated 5 July 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house, at Mitchells Plain, to the highest bidder, on 2 February 1995 at 10:00:

Erf 385, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 417 (four hundred and seventeen) square metres.

Street address: 20 Oxford Crescent, London Village, Mitchells Plain.

*Conditions of sale:*

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Three bedrooms, one with en suite bathroom, bathroom/toilet, open-plan dining-/livingroom and kitchen.

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, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain.

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 19% (nineteen 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.

Saak 11096/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Kevin Jack Thomas**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 26 September 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 6 Februarie 1995 om 11:00, op die perseel te Erf 5537, Keurbergweg 47, Bishop Lavis, 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 5537, Matroosfontein, in die administratiewe distrik Kaap, groot 281 vierkante meter, gehou kragtens Transportakte T83916/92.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur 'n woonhuis met asbesdak, baksteenmure, sitkamer, kombuis, drie slaapkamers, badkamer en aparte toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Goodwood (Tel. 932-7126).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Goodwood (Tel. 932-7126).

Gedateer die 12de dag van Desember 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. CJV/RB/2008.)

Saak 4424/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **First National Western Bank Ltd**, Eiser, en **D. Williams**, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury, en lasbrief tot uitwinning gedateer 27 Augustus 1991, en heruitgereik op 31 Oktober 1991, sal die volgende eiendom in eksekusie verkoop word, by die eiendom synde Magnetsirkel 89, Atlantis, op 31 Januarie 1995 om 10:00, onderhewig aan die verkoopvoorwaardes hierna vermeld:

Een halwe (1/2) aandeel in Erf 3075, Wesfleur, in die Residensiële Plaaslike Gebied Atlantis, afdeling Kaap, groot 230 vierkante meter, gehou kragtens Akte van Transport T74100/89, ook bekend as Magnetsirkel 89, Atlantis, onderworpe aan die voorwaardes daarin vermeld.

**Verkoopvoorwaardes:**

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. *Betaling:* Tien persent (10%) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 30% (dertig per centum) per jaar bereken op die bedrag van die Vonniskskuldeiser se vordering (en in geval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

3. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Malmesbury op hierdie 29ste dag van November 1994.

H. A. Groenewaldt, vir Groenewaldt Schoeman & Terblanche, Sanlamsentrum, Hillstraat, Malmesbury. (Verw. mnr. Groenewaldt/F4218.)

**Case 5703/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of Southern Africa Limited** (Reg. No. 05/01225/06), Plaintiff, and **Dumile Gladstone Mbetane**, unmarried, Defendant

In the above matter a sale will be held on Tuesday, 31 January 1995 at 10:00, at the Mitchells Plain Court-house, The Site, 1 Mounse Street, Graceland, Khayelitsha, being:

Erf 24886, Khayelitsha, in the Area of the City Council of Lingeletu West, Cape Division, measuring one hundred and sixty-one (161) square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Single dwelling under an asbestos tiled roof consisting of lounge, kitchen, two bedrooms, bathroom, toilet and handbasin.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Mitchells Plain this 8th day of December 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 391-1485/3808.)

**Case 13662/94**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **E. B. Oosthuizen**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth, dated 13 June 1994, and in pursuance of an attachment in execution dated 28 June 1994, a sale by public auction will be held at the front entrance of The New Law Courts, North End, Port Elizabeth, on Friday, 27 January 1995 at 14:15, of the following immovable property:

Portion 129 of the farm Gedults River 411.

*Zoned:* Residential, being Portion 129 (portion of Portion 28) of the farm Gedults River 411, Division of Uitenhage, in extent 7 8872 hectare, held by Esias Bertis Oosthuizen, under Deed of Transfer T47405/1992, and subject to the conditions referred to therein.

While nothing is guaranteed, it is understood that the property is a smallholding on which is a single storey detached dwelling under iron roof consisting of a lounge, dining-room, three bedrooms, one and a half bathrooms, kitchen, servant's quarters and double garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Port Elizabeth (South).

*Terms:* 10% (ten per cent) of the purchase price and 5% (five per cent) of the Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 12th day of December 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Colin Anthony Felkers**, First Defendant, and **Amelia Frances Felkers**, 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 G4 Springfield Terrace, off Roger Street East, Cape Town, on Thursday, 2 February 1995 at 10:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Barrack Street, Cape Town:

A unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS194/1992, in the scheme known as Springfield Terrace G in respect of the land and building or buildings situated at Cape Town in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 51 (fifty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Deed of Transfer ST13273/92, also known as G4 Springfield Terrace, off Roger Street East, Cape Town (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

Living-room, dining-room, two bedrooms, bathroom/water closet and kitchen.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows:

5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Cape Town this 7th day of December 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/40337.)

Saak 41069/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Alfor Enterprises (Pty) Limited**, Eiser, en **Julega Hassan**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 22 November 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 14 Februarie 1995 om 12:00, op die perseel te Forbeslaan 35, Rylands-landgoed, Athlone, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afsaler/Balju by die veiling uitgelees sal word:

Restant Erf 41350, Kaapstad, te Athlone, in die munisipaliteit Kaapstad, afdeling Kaap, groot 532 vierkante meter, gehou kragtens Transportakte T2833/1986.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n dubbelverdieping woonhuis met baksteenmure, sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer met toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Tel. 92-0040.); en/of T. C. Botha, Balju, Electricweg 9, Wynberg. (Tel. 761-3430.)

*Betaalvoorwaardes:* Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- 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, Saambougebou, Voortrekkerweg 219, Parow. (Tel. 92-0040.); en/of T. C. Botha, Balju, Electricweg 9, Wynberg. (Tel. 761-3430.)

Die eiendom kan geïnspekteer word in oorleg met die afslaer.

Gedateer hierdie 13de dag van Desember 1994.

C. J. Veldtman, vir Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Tel. 92-0040.); en/of T. C. Botha, Balju, Electricweg 9, Wynberg. (Tel. 761-3430.) (Verw. JF/LA/A248.)



## Case 7934/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Jeffrey Dean Adams and Elsabe Adams**

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 30 January 1995 at 09:00:

Erf 32714, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 162 (one hundred and sixty-two) square metres, held by Deed of Transfer T79345/93, situated at 3 Hockey Street, Beacon Valley, Mitchells Plain.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 7th day of December 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

## Case 5782/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Mogamat Amardien and Asa Amardien**

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 30 January 1995 at 09:00:

Erf 33290, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T4998/93, situated at 22 Snooker Close, Beacon Valley, Mitchells Plain.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 7th day of December 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

## Case 2894/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VREDENBURG HELD AT VREDENBURG

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Craig Alan Patrick Whyte**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, Erf 1854, Port Owen Drive, Port Owen, Laaiplek, 7370, on Friday, 27 January 1995 at 11:00:

Erf 1854, Laaiplek, in the Municipality of Veldrift, in extent 541 (five hundred and forty-one) square metres, held by Deed of Transfer T10331/89, and situated at Erf 1854, Port Owen Drive, Port Owen, Laaiplek, 7370.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior the sale and will be available for inspection at the offices of the Sheriff, Laaiplek.

2. The following improvements on the property are reported but nothing is guaranteed: Vacant erf.

3. *Payment:* 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 full balance thereof together with interest at the rate of 16% (sixteen per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 5th 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 Z22234.).

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Averill van Greunen**

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, 1 Friesland Crescent, Buckingham Village, Durbanville, 7550, on Tuesday, 31 January 1995 at 11:00:

Erf 6920, Durbanville, in the Municipality of Durbanville, in extent 814 (eight hundred and fourteen) square metres, held by Deed of Transfer T10258/92 and situated at 1 Friesland Crescent, Buckingham Village, Durbanville, 7550.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms, two bathrooms and w.c.

3. *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 full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 5th 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 Z19959.).

Case 12068/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

In the matter between **NBS Bank Ltd**, Plaintiff, and **Brandon Dean de Roos**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 28 October 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 15 February 1995 at 11:00:

Erf 34590, Goodwood, in the Municipality of Goodwood, Cape Division, measuring 281 (two hundred and eighty-one) square metres, held by Deed of Transfer T5793/94, comprising brick house under tiled roof, lounge, two bedrooms, bathroom, kitchen and garage, and known as 9 Tambotie Crescent, Jacaranda Park, Tygerdal.

*Conditions of sale:*

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 9th day of December 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 32869/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**Nedcor Bank Limited**, *versus* **M. Y. Daniels**

*The property:* 40037 Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent 649 square metres, situated at 18 Mandel Road, Newfields Estate.

*Improvements* (not guaranteed): Single dwelling under a tiled roof, lounge, kitchen, three bedrooms and bathroom/toilet.

*Date of sale:* 30 January 1995 at 10:00.

*Place of sale:* 18 Mandel Road, Newfields Estate.

*Material conditions:* The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg, and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 1228/94

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk** (handeldrywende as United Bank), Eiser, en **Goatkhwe Amos Mothibi**,  
Eerste Verweerder, en **Tsogofatso Grace Mothibi**, Tweede Verweerderes

In navolging van 'n vonnis gedateer 7 November 1994, en 'n lasbrief tot eksekusie teen onroerende goedere, gedateer 9 November 1993, gaan die ondergemelde goedere in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die balju van Kimberley op Vrydag, 20 Januarie 1995 om 10:00, te die kantore van die Balju te Woodleystraat 36, Kimberley, naamlik:

Sekere Erf 596, Retswelele, Kimberley, geleë in die dorpsuitbreiding Retswelele, in die munisipaliteit Galeshewe, groot 340 (drie vier nul) vierkante meter, beter bekend as Radebestraat 1761, Galeshewe, Kimberley, bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, stort, badkamer en enkelmotorhuis.

**Verkoopvoorwaardes:** Die eiendom word kontant verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprijs betaalbaar in kontant onmiddellik na die verkoping en die balans van die verkoopprijs moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju, Kimberley.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Die Balju, Woodleystraat 36, Kimberley.

Case 12563/94

## 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 **John Thompson**, 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 10 Dalvan Court, Milner Road, Maitland, on Tuesday, 7 February 1995 at 10:30 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

(a) Section 10 as shown and more fully described on Sectional Plan SS225/91 in the scheme known as Dalvan Court in respect of the land and building or buildings situated at Maitland in the Municipality of Cape Town, Cape Division, of which the floor area, according to the said sectional plan, is 45 (forty-five) square metres in extent; and  
forty-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and situated at 10 Dalvan Court, Milner Road, Maitland.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

A 45 square metre main dwelling consisting of an entrance hall, bedroom, bathroom with water closet, kitchen and balcony.

**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 22nd day of December 1994.

William Inglis, Plaintiff's Attorney, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1904/4725.)

Case 4099/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Syfrets Mortgage Nominees Limited**, Plaintiff, and **Assfan CC**, Defendant

In execution of a judgment in the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 26 Kasselsvlei Road, Bellville, Cape, on Wednesday, 1 February 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, prior to the sale, at the offices of the Sheriff of the Supreme Court, Seventh Floor, 1 Boston Street, Bellville, Cape:

Erf 12023, Bellville, situated in the Municipality of Bellville, Cape Division, measuring 666 (six hundred and sixty-six) square metres, held by Deed of Transfer T38750/87, also known as 26 Kasselsvlei Road, Bellville, Cape (hereinafter referred to as "the property").



The following information is furnished concerning the improvements to the property (though in this respect nothing is guaranteed):

1. A three-storey building of reinforced concrete frame construction with brick infill walls under a flat concrete roof. The ground floor comprises a large shop divided internally, the first floor comprises a flat with four bedrooms, two bathrooms, two showers, kitchen and dining-room and the second floor comprises two flats each with a lounge/dining-room, kitchen, bathroom and two bedrooms.

2. *Terms:* Ten per cent (10%) of the purchase price of the property, together with the Sheriff's commission must be paid in cash immediately after the sale. The balance payable against registration of transfer is to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days after the date of sale.

3. Auctioneer's charges payable on the date of sale, to be calculated as follows: Five per cent (5%) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter three per cent (3%) up to a maximum of R6 000 (six thousand rand). Minimum charge R100 (one hundred rand).

Dated at Cape Town on this the 3rd day of January 1995.

C. K. Friedlander Shandling & Volks, Attorneys for Plaintiff, Eighth Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Tel. 23-6120.) (Ref. J. R. Volks/MCS/06-0463.)

**Saak 27909/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **M. Holmes**, Eiser, en **W. J. Thorpe**, Verweerder

Die volgende eiendom sal in eksekusie verkoop word op die perseel op Woensdag, 1 Februarie 1995 om 10:00, aan die hoogste bieder:

Erf 5463, Parow, munisipaliteit Parow, afdeling Kaap, groot 496, gehou kragtens Transportakte T66629, geleë te Andries Pretoriusstraat 112, Parow.

1. Die volgende verbeterings word gemeld maar nie gewaarborg nie:

Woonhuis: Dubbelverdieping, drie slaapkamers, sitkamer, eetkamer, kombuis, aparte toilet en badkamer.

2. *Betaling:* Tien per centum (10%) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 16,25% (sestien comma twee vyf per centum) per jaar 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 datum van verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposit te kan betaal.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en geleë ter insae in die kantoor van die Balju.

Van Dyk & Kie., Prokureurs vir Eiser, McIntyrestraat 26, Parow, 7500. (Verw. INV/ma/H15.)

**Case 3020/94**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Pennypinchers Building Materials (Pty) Ltd**, Execution Creditor, and **A. Noble**, Execution Debtor

The property described hereunder will be sold at the premises on 30 January 1995 at 11:30, viz:

*Certain:* Piece of land situated at Kleinvlei, in the Municipality of Stellenbosch Division, being Erf 3653, measuring 372 (three hundred and seventy-two) square metres, held by the Execution Debtor under Deed of transfer T48827/1988, dated 24 August 1988, popularly known as 47 Muller Street, Meltonrose, Eerste River.

The property consists of brick dwelling under tiled roof consisting of three bedrooms, bathroom, toilet, lounge, dining-room and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 25% (twenty five per cent) per annum from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) weeks of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the said Court.

Fairbridge Ardene & Lawton Inc., Plaintiff's Attorneys, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Eastland/N.79.)

Saak 38722/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **Priscilla Rudolph**, Eksekusieskuldeiser, en **Manuel George Malherbe**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 2 Februarie 1995 om 14:00 op die perseel:

½ Aandeel, Erf 98972, Maitland, in die munisipaliteit Kaapstad, afdeling Kaap, groot 622 vierkante meter, gehou kragtens Transportakte T22778/1990, ook bekend as Acreweg 92, Kensington.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 18,5% (agtien comma vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

*Hoofgebou:* 'n Woonhuis bestaande uit drie slaapkamers, eet- en sitkamer, badkamer, toilet en kombuis.

*Buitegebou:* Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kaapstad, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 28ste dag van Desember 1994.

B. F. Booysen, vir Marais Müller, Prokureur vir Vonnisiskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case 3263/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT THE CAPE

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Mr Gerald Heinz Neidhardt**, 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 28 Strathmore Road, Camps Bay, on Wednesday, 2 February 1995 at 09:30, namely:

Erf 314, Camps Bay, in the City of Cape Town, Cape Division, in extent 1 086 (one thousand and eighty-six) square metres, held by Deed of Transfer T5816/1987, commonly known as 28 Strathmore Road, Camps Bay, which property is said, without warranty as to the correctness thereof, to comprise:

A double storey consisting of four bedrooms en suite, bathroom, study, dining-room, two lounges, playroom, kitchen, laundry, servants' quarters with bathroom and toilet and two garages.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One-tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property:

Double storey consisting of four bedrooms en suite, bathroom, study, dining-room, two lounges, playroom, kitchen, laundry, servants' quarters with bathroom and toilet and two garages.

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 28th day of December 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 21980.)

Saak 2826/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **J. M. Burger**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof, gedateer 15 November 1994 in bogemelde aangeleentheid sal die eiendom, bekend as Alexander 36, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Alexanderhof 36, Stellenbosch, op 7 Februarie 1995 om 11:30, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die geregsbode te Stellenbosch, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en ook Wet No. 36 van 1966, soos gewysig;

(b) een-tiende van die koopprys sal betaald word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

*Eiendom:*

*Erf:* Deel 36 (ses-en-dertig), soos getoon en volledig beskryf op Deelplan SS155/1989, in die gebou of geboue bekend as Alexander Court, geleë te Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, waarvan die vloeroppervlakte volgens genoemde Deelplan 78 (agte-en-sewentig) vierkante meter groot is; en

*Groot:* 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en volledig beskryf op die genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST155/1986(36)(Unit).

*Gehou:* Deur die Verweerder kragtens Transportakte ST155/1986 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, badkamer, kombuis, baksteen-omheining, semi-geskakel).

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 4de dag van Januarie 1995.

Cluver Markotter, p.a. G. J. Erasmus, SA Permanente-gebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/sr/33756.)

**Saak 2802/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY**

In die saak tussen **ABSA Bank Beperk** (handeldrywende as United Bank Beperk), Eiser, en **E. F. Isaacs**, Eerste Verweerder, en **S. L. Isaacs**, Tweede Verweerder

Die volgende eiendom sal in eksekusie verkoop word op die perseel van die Verweerders, te Kent Crescent 6, Saxonsea, Atlantis, op Woensdag, 8 Februarie 1995 om 10:30, aan die hoogste bieder:

Erf 1225, Wesfleur, groot 680 vierkante meter, gehou kragtens TL3838/94, geleë te Kent Crescent 6, Saxonsea, in die residensiële area, Atlantis, Kaap Afdeling.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Woonhuis: Sitkamer, kombuis, drie slaapkamers, badkamer/toilet en twee motorhuise.

2. *Betaling:* 10% (tien persent) 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% (viftien komma twee vyf persent) per jaar bereken op die Vonniskskuldeiser 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 (veertien) dae vanaf die verkoping afgelewer moet word.

3. Die Balju, sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 21ste dag van Desember 1994.

De Klerk & Van Gend, p.a. A. F. Brand, Eiser se Prokureurs, Derde Verdieping, Volkskasgebou, Adderleystraat, Kaapstad. (AB94091.)

**NATAL**

**Case 3235/94**

**IN THE SUPREME COURT OF SOUTH AFRICA**  
(Natal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **Ganigani James Zondi**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 14 November 1994, the immovable property listed hereunder will be sold in execution on Friday, 27 January 1995 at 11:00, by the Sheriff for the Supreme Court, Greytown, at the Magistrate's Court, Greytown, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Lot 329, Enhlalakahle, situated in the Administrative District of Natal, in extent 323 (three hundred and twenty-three) square metres, situated at 612 Khamba Street, Enhlalakahle, Greytown, held by Judgment Debtor under Deed of Transfer TL361/1989.

The following information is given about the immovable property but is not guaranteed:

*Zoning:* Special Residential.

*Improvements:* A single storey dwelling constructed of block under corrugated iron roof, comprising three bedrooms, lounge, dining-room, kitchen, bathroom and w.c.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Supreme Court, Greytown, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 22nd day of December 1994.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)



Case 9496/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Bankorp Limited**, Plaintiff, and **Ramchander Rampersad**, First Defendant, and **Ganesh Rampersad**, Second Defendant

In the pursuance of a judgment granted on 21 July 1992, in the Court of the Magistrate, and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 31 January 1995 at 10:00, at the front of the Magistrate's Court, Chatsworth, 1 Justice Street, Chatsworth:

The property to be sold is in the name of Ganesh Rampersad and Theresa Rampersad.

*Description:* Lot 431, Shallcross, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 172 square metres.

*Postal address:* 167 Himalaya Drive, Shallcross.

*Improvements:* Semi detached double storey brick and asbestos. *Upstairs:* Three bedrooms, toilet and bathroom. *Downstairs:* Lounge, kitchen, dining-room, garage and small toilet (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

*Town-planning zoning:* Residential.

Nothing is guaranteed in the above respects.

*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 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 for the Magistrate's Court of the Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

2. (b) The purchaser shall be liable for payment of interest at the rate as set from time to time by the bondholder (First National Bank) and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the Plan of Distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth at 12 Oak Avenue, Kharwastan, Chatsworth.

Dated at Pinetown on this 13th day of December 1994.

Du Toit, Havemann & Krog, c/o Halse, Havemann & Lloyd, 47 Kings Road, Pinetown. (Ref. 08/B248/407.)

Case 4862/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited** (Number 86/04794/06), Execution Creditor, and **Mr Edward Leonard Meth**, Execution Debtor

In pursuance of judgment granted on 22 February 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 2 February 1995 at 10:00, in front of the Magistrate's Court, Somtsue Road entrance, Durban, to the highest bidder:

*Description:* A certain piece of land being Subdivision 1 of Lot 362, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 983 (nine hundred and eighty-three) square metres.

*Postal address:* 67 Treasure Beach Road, Bluff, 4052.

*Improvements:* Brick under tile dwelling consisting of entrance porch, entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom, toilet, bathroom/toilet and two patios. Basement consisting of two garages, store-room, two staff rooms and shower/toilet.

*Town-planning:* Zoning: Special Residential 650. Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court, Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban, or at our offices.

Dated at Durban this 8th day of December 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/A332/029199/Mrs Chelin.)

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **ABSA Bank Limited**, Plaintiff, and **Martin Johan Maartens**, First Defendant, and **Marthin Christoffel Botha** in his capacity as Executor in the Estate of the Late Sharon Ann Maartens, Second Defendant

In pursuance of a judgment granted on 24 March 1994 and 6 May 1994 in the Court of the Magistrate, Pietermaritzburg, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 February 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, Natal.

*Description:* A certain piece of land being: Lot 44, Cleland, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1776 square metres; postal address 3 Petrea Avenue, Cleland, Pietermaritzburg.

*Improvements:* Plastered brick dwelling, under tile roof, three bedrooms, livingroom, dining-room, kitchen, bathroom, separate toilet, garage and property fenced with concrete walls.

*Town-planning zonings:* 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 cent) 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 4 (fourteen) 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 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, 277 Berg Street, Pietermaritzburg, Natal, and at the offices of David Gardyne & Partners, Sixth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this the 14th day of December 1994.

David Gardyne & Partners, Plaintiff's Attorneys, c/o Stowells, 295 Pietermaritzburg. (Ref. Mr D. Gardyne/VL/GAL1996.)

Case 10847/94

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jeanette Cox**, Defendant

In pursuance of a judgment granted on 25 October 1994 in the Court of the Magistrate, Pinetown, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 February 1995 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, Natal.

*Description:* A certain piece of land being:

(a) Section 6, as shown and more fully described on Sectional Plan SS57/80 in the scheme known as Villa Risada, 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 118 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

*Postal address:* 6 Villa Risada, 14 Gillitt Road, Hillcrest, Pinetown, Natal.

*Improvements:* Brick under tile flat (two levels) consisting of three bedrooms, bathroom, toilet, kitchen, dining-room/lounge and carport.

*Town-planning zoning:* General 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 cent) on 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 to the Sheriff, of the Magistrate's Court, within 14 (fourteen) 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'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 Magistrates' Courts Act, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this the 14th day of December 1994.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, 78 Field Street, Durban. (Ref. Mr D. Gardyne/M/GAL2152.)

**Case 886/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE**

In the matter between **The Collector of Rates for the Munster Town Board**, Plaintiff, and  
**F. P. Stapelberg**, Defendant

In pursuance of a judgment granted by the above Honourable Court, on 12 April 1994 and a writ of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff, of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone, on 20 January 1995 at 10:00, namely:

Lot 526, Glenmore, situated in the Munster Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1370 square metres and situated at 20 Ogilvie Gardens, 2 Munster Road, Glenmore.

*Material conditions of sale:*

1.1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale into the Trust Account of the Sheriff, of the Magistrate's Court.

1.2. The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff's conveyancers and to be furnished to the Plaintiff's conveyancers within 15 (fifteen) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the conveyancers for the Plaintiff.

3. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. The property is sold as represented by the title deeds and diagram, the Sheriff, of the Magistrate's Court, not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the deed of transfer.

The Stand is vacant.

Douglas Kent & Co., Attorneys for the Plaintiff, 1-6 Standard Bank Building, Marine Drive, P.O. Box 205, Margate, 4275.

**Case 8313/93**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

In the matter between **J H Isaacs Group (Natal) (Proprietary) Limited**, Plaintiff, and **Douglas L. Chitty**, 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 with a reserve price of R74 965 (seventy-four thousand nine hundred and sixty-five rand) with further interest at 16,25% (sixteen comma two five per centum per annum) from 28 January 1995, to date of payment, both days inclusive, on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 27 January 1995 at 10:00:

*Description:* Subdivision 69 of Lot 1706, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 1 105 square metres, held under Deed of Transfer T6171/87.

*Physical address:* 25 Airie Road, Brighton Beach, Bluff, Durban, Natal.

*Zoning:* Special Residential.

The property consists of the following: Double storey house, cement under tiled roof, garage attached to main house. Main house: Five bedrooms, two showers/toilet (tiled floor), two bathrooms/toilet (tiled floor), lounge (carpeted), dining-room (carpeted), kitchen (tiled floor, fitted cupboards). Servants' quarters: Separate room with toilet/shower. The property is fully fenced.

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 Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton Building, 40 St George's Street, Durban, Natal.

Dated at Durban this 9th day of December 1994.

J. H. Nicolson, Stiller & Geshen, Plaintiff's Attorneys, 11th Floor, Fedlife House, 320 Smith Street, Durban, 4001. (Ref. J. M. Geshen/avdw/GO2144.)



IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mahomed Fazal Razak**, First Defendant, and **Mrs Fathima Bibi Razak**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 17 October 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth, on Tuesday, 31 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 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 4845 (of 4814) of the Farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent three hundred and forty-four (344) square metres in extent.

Now known as Subdivision 4845 (of 4814) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent three hundred and forty-four (344) square metres in extent.

Which property is physically situated at 23 Sorrento Place, Moorton, Chatsworth, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T28331/93.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under asbestos dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet.

*Zoning:* The property is zoned for special residential 180 purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per 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 17th day of November 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/038182/Mrs Chelin.)

Case 6673/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Sydney Robert Ndlovu**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 7 October 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, on Friday, 27 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, namely:

Subdivision 20 of Lot 2972, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent 1 861 (one thousand eight hundred and sixty-one) square metres.

Which property is physically situated at 35 Shepstone Place, Westville, 3 630, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T33063/93.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of Vacant Land.

*Zoning:* The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 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 18% (eighteen 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 16th day of November 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/038861/Mrs Chelin.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss Kanniamo Chetty**, First Defendant, **David Morris Valayuthum**, Second Defendant, and **Miss Vijay Caroline Valayuthum**, Third Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 16 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 Chatsworth at the front entrance of the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth on 31 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 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Lot 217, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent 953 (nine hundred and fifty-three) square metres, which property is physically situated at 57 Silverglen Drive, Silverglen, Chatsworth, 4092, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T6218/90.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under asbestos dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, separate toilet, cottage consisting of lounge, dining-room, two kitchens, two bedrooms, bathroom, toilet/shower and church hall.

*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 24 November 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U177/035531/Mrs Chetty.) (Docex 71.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Steven Coetser**, First Defendant, and **Sally-Ann Coetser**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 19 July 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, of Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on 27 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 2 Samkit Centre, 62 Caversham Road, Pinetown, namely:

(a) Section 53, as shown and more fully described on Sectional Plan SS181/1981, in the scheme known as Redfern in respect of the land and building or buildings situated at New Germany, Local Authority of New Germany 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 318 Redfern, Bohmer Road, New Germany, 3600, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST11283/93.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of lounge, two bedrooms, kitchen and bathroom/toilet.

*Zoning:* The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear 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.] (Ref. CMK/U045/035380/Mrs Chetty.) (Docex 71.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa**, Plaintiff, and **Yvonne Ethel Fouche**, First Defendant, **Anthony Robert Harrington**, Second Defendant, **L'eanne Tracy Harrington**, Third Defendant, and **Desmond Vaughn Fouche**, Fourth Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) and under writ issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 10 February 1995 at 10:00:

*Description:* Lot 1829, Amanzimtoti Extension 6, situated in the Borough of Amanzimtoti, and in the Port Natal/Ebhodwe joint services board area, Administrative District of Natal, in extent one thousand three hundred and forty-four (1 344) square metres.

*Physical address:* 11 Viden Road, Amanzimtoti.

*Zoning:* Special Residential.

The property consist of the following: *House:* Brick under tiled roof, garage converted into flatlet consisting of two bedrooms, bathroom, toilet, lounge and kitchen combined and porch. *Main house:* Three bedrooms, main en suite with toilet, bath and basin, toilet, bathroom, basin, shower, bath, lounge, dining-room, patio, kitchen with built-in cupboards, swimming-pool (plastic lined) and store-room. The property is fully fenced. Nothing is guaranteed in this regard.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within fourteen (14) days and to be approved by the Plaintiff's attorneys.
3. The transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer dues, including transfer duty, current arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban on this 10th day of December 1994.

Meskin, Gowans & Paton, Plaintiff's Attorneys, Second Floor, 40 Masonic Grove, Durban. (Ref. COLL/mr.)

Case 6607/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss Joyce Williams**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 13 October 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District Two at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 27 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:

Subdivision 28 of Lot 434, Zeekoe Valle, situated in the City of Durban, Administrative District of Natal, in extent 318 (three hundred and eighteen) square metres, which property is physically situated at 176 Barracuda Road, Newlands East, 4051, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T12441/92.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under asbestos dwelling consisting of lounge, kitchen, pantry, three bedrooms, bathroom and toilet.

*Zoning:* The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the 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 6th day of December 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U072/038746/Mrs Chelin.)



Case 59989/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited (Reg. No. 87/01384/06)**, Plaintiff, and **Abdul Rayhman Cassim**, Defendant

In pursuance of a judgment granted on 22 September 1994, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 31 January 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

*Description:* Subdivision 891 of 823 of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent 209 square metres, which now reads as Subdivision 891 of 823 of Lot 107, Chatsworth, City of Durban in extent 209 square metres.

*Address:* House 61, Road 749, Unit 7, Chatsworth.

*Improvements:* Semi detached double storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson and Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011591.)

Case 9131/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Karansingh Bechoo**, First Execution Debtor, and **Mrs Bhanmathee Bechoo**, Second Execution Debtor

In pursuance of a judgment granted on 14 October 1994, in the Verulam Magistrate's court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 10 February 1995 at 10:00, in front of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of land being Lot 331, Lenham, situated in the City of Durban, Administrative District of Natal, in extent 196 (one hundred and ninety-six) square metres.

*Postal address:* 74 Esselen Crescent, Lenham, Phoenix, 4068.

*Improvements:* Semi-detached block under tile dwelling consisting of lounge, three bedrooms, kitchen, bath/toilet 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 within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, or at our offices.

Dated at Durban this 14th day of December 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/038023/U072/Mrs Chetty.)

Case 6522/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Bekabezayo Mkize**, Execution Debtor

In pursuance of a judgment granted on 16 August 1994, in the Magistrate's Court for the District of Inanda, held at Verulam and a writ of execution issued thereunder, the immovable property of the Execution Debtor listed hereunder will be sold in execution on Friday, 27 January 1995 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Site J1487, kwaMashu, situated in the Township of kwaMashu, District of Ntuzuma, in extent (383) three-hundred and eight-three square metres.

*Street address:* Site J1487, kwaMashu, 4360.

*Improvements:* Brick under tile dwelling consisting of lounge, kitchen, two bedrooms, toilet with bathroom and water and lights facilities.

*Zoning:* Special Residential (nothing is guaranteed in these respects).

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, together with commission and VAT due to the Sheriff 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 twenty-one (21) days after the sale.

2. The purchaser shall be liable for interest at the rate of 16% (sixteen per centum) per annum to a preferent creditor from 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.

Dated at Durban this 20th day of December 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. WJB/32L351005.)

**Case 59435/93**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Trust Bank**, Execution Creditor, and **Abdul Roshan and Asmahan Roshan**, Execution Debtors

In pursuance of a judgment granted on 8 November 1993, in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 26 January 1995 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

*Description:* A certain piece of land being Subdivision 1 of Lot 3552, Ispingo (Extension 24) situate in the Borough of Isipingo and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent two hundred and ninety-three (293) square metres.

*Postal address:* 16 Cocos Avenue, Ispingo.

*Improvements:* A double storey tiled roof with lights and water consisting of: First floor: Three bedrooms, bathroom, bath basin toilet (tiled). Ground floor: Dining-room—floor tiled, lounge, carpeted, kitchen—tiled and fitted kitchen cupboards, bathroom consisting of shower, toilet (tiled), basin in front of bathroom and double garage.

*Town-planning:* Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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) 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 the date of sale to date of payment.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Somtseu Road Entrance, Durban, or at our offices.

Christides—Bassage, Plaintiff's Attorneys, 18th Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, 4001.

**Case 7475/94**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Malliga Moonsamy**, Execution Debtor

In pursuance of a judgment granted on 9 September 1994, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 27 January 1995 at 10:00, in front of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of land being Lot 1585, Caneside, situated in the City of Durban, Administrative District of Natal, in extent two hundred and ninety-six (296) square metres.

*Postal address:* 12 Townside Road, Caneside, Phoenix.

*Improvements:* Block under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

*Town-planning:* Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacara or at our offices.

Dated at Durban this 29th day of November 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U016/036684/Mrs Chelin.)

**Case 3833/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Miss Zarina Osman Moulia**, Execution Debtor

In pursuance of judgment granted on 27 July 1994, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on Friday, 27 January 1995 at 10:00, in front of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of land being Lot 606, Lenham, situated in the City of Durban, Administrative District of Natal, in extent 202 (two hundred and two) square metres.

*Postal address:* 255 Esselen Crescent, Phoenix.

*Improvements:* Brick under tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, shower/toilet and separate 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 centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court, Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacarand or at our offices.

Dated at Durban this 28th day of November 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4001. [Tel. (031) 304-7614/5.] (Ref. CMK/U072/033002/Mrs Chelin.)

**Case 30786/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Shane Stephen Howell**, Execution Debtor

In pursuance of a judgment granted on 30 June 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 9 February 1995 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

*Description:* A certain piece of land being:

(a) Section 29 as shown and more fully described on Sectional Plan SS229/1981, in the scheme known as Grand Rapids, in respect of the land and building or buildings, situated at Durban in the local authority of Durban, of which the floor area, according to the said sectional plan, is 35 (thirty-five) square metres, in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

*Postal address:* 56 Grand Rapids, 51-53 Russell Street, Durban.

*Improvements:* Sectional title batchelor flat consisting of entrance passage, lounge, kitchen and bathroom/toilet.

*Town-planning:* Zoning: Special Residential. Special privileges: Nil.

*Nothing is guaranteed in these respects.*

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.



2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court, Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this 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 29th day of November 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4001. Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/034211/Mrs Chetty.)

**Case 9879/93**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mbukeni Antony Ndlovu**, First Defendant, and **Nomthandazo Joyce Ndlovu**, Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Umlazi, on 27 January 1995 at 10:00, at the south entrance to the Magistrate's Court Umlazi, underneath the flag poles Umlazi to the highest bidder without reserve:

Ownership Unit 660, situated in the Township of Umlazi Unit 7, District of Umlazi and having street address as G660 Umlazi, Natal.

2. Improvements and zoning (which are not warranted to be correct):

2.1 the property is zoned for Residential use;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots);

2.2.1 a dwelling, plastered brick under asbestos roof, comprising lounge, dining-room, two bedrooms, bathroom and kitchen.

3. Terms:

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges, being 5% (five per centum) on the first R20 000 of the price and 3% (three per centum) on the balance, with a maximum of R6 000 (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, V1030, Block C, Room 4, Umlazi and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 28th day of November 1994.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1259/D11.)

**Case 3119/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Natal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jabulile Faith Mbatha**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 19 October 1994 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court, for the District of Pietermaritzburg, on 27 January 1995 at 09:30, at the Sheriff's Offices, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 123 (Unit N), in the Township of Edendale, District of Pietermaritzburg, in extent 420 (four hundred and twenty) square metres, represented and described on General Plan 294/76.

The property is situated at 123 (Unit N), Edendale, Pietermaritzburg, Natal and is improved by a dwelling-house constructed of brick under concrete tile roof consisting of three bedrooms, bathroom, kitchen, dining-room, lounge and garage.

*Material conditions of sale:*

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 2nd day of December 1994.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G449.)

Case 3062/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Enock Themba Khumalo**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division on Thursday, 20 October 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Mtunzini, in front of the Magistrate's Court Building, Hely Hutchinson Road, Mtunzini, KwaZulu/Natal, on Friday, 27 January 1995 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 16 Hulley Avenue, Mtunzini, KwaZulu/Natal, namely:

**Ownership:** Unit H1919, Esikhawini, situated in the Township of Esikhawini, County of Zululand, which property is physically situated at H1919, Esikhawini, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer G005062/88.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and a toilet.

**Zoning:** The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

**Terms:** The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 28th day of November 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 3224/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johan Bonginkosi Nxumalo**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division, on Wednesday, 23 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 Mtunzini, in front of the Magistrate's Court Building, Hely Hutchinson Road, Mtunzini, KwaZulu/Natal, on Friday 27 January 1995 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 16 Hulley Avenue, Mtunzini, KwaZulu/Natal, namely:

**Lot H2241**, situated in the Township of Esikhawini, District of Ongoye, in extent three hundred and thirty-eight (338) square metres, which property is physically situated at H2241, Esikhawini, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Grant G5616/86.

**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 asbestos, consisting of a lounge, kitchen, two bedrooms, a bathroom and a toilet.

**Zoning:** The property is zoned for residential purposes and enjoys no special consents in respect of its zoning:

**Terms:** The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 5th day of December 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

IN THE SUPREME COURT OF SOUTH AFRICA  
(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Luiz Lionel Cunha**, First Defendant, and **Jennifer Anne Cunha**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division on Wednesday, 16 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 Greytown, in front of the Magistrate's Court, Retief Street, Weenen, KwaZulu/Natal, on Wednesday, 1 February 1995 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 119 Voortrekker Street, Greytown, KwaZulu/Natal, namely:

Lot 201, Weenen, situated in the Township of Weenen, Administrative District of Natal, in extent fourteen comma six seven one five (14,6715) hectares.

Lot 202, Weenen, situated in the Township of Weenen, Administrative District of Natal, in extent nine thousand six hundred and eighty seven (9 687) square metres, which properties are physically situated at Andries Pretorius Street, Weenen, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T13241/92.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron, consisting of a lounge, dining-room, family room, four bedrooms, kitchen, two bathrooms with toilets. The outbuildings consists of two staffrooms, three store-rooms, three garages and a toilet.

*Zoning:* The properties are zoned for agricultural and residential purposes respectively and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 30th day of November 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 3036/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Natal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Iris Khumalo in her capacity as the Executrix of the estate late Makehlana Bernard Shezi**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 19 October 1994, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on 27 January 1995 at 09:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Subdivision 9 of Lot 14, Edendale, situated in the Administrative District of Natal, in extent 2 104 (two thousand one hundred and four) square metres.

The property is situated at Subdivision 9 of Lot 14, Edendale, Pietermaritzburg, Natal, and is improved by a dwelling-house constructed of brick under concrete tile roof, consisting of four bedrooms, two bathrooms, kitchen, dining-room, lounge, carport and garage.

*Material conditions of sale:*

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 15,25% (fifteen comma two five per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provided that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg on this 2nd day of December 1994.

Tatham, Wilkes & Co., Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G442.)



Case 2162/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Ricky Balan Pillay**, Defendant

In execution judgment of the Supreme Court of South Africa (Natal Provincial Division), the following property will be sold in execution on Friday, 27 January 1995 at 10:00, at 12 Campbell Road, Howick, to the highest bidder for cash:

Subdivision 2 of Lot 54, Howick West, situated in the Borough of Howick, Administrative District of Natal, in extent 1 202 (one thousand two hundred and two) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 9 Cherry Road, Howick, Natal.
2. The property is zoned Special Residential and has been improved by the construction of a dwelling thereon.

The conditions of sale may be inspected at the offices of the Sheriff aforesaid during normal business hours.

Dated at Pietermaritzburg on this 14th day of December 1994.

M. E. Cajee, for Cajee & Associates, Plaintiff's Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/PD.)

Case 28981/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited**, Plaintiff, and **Mr Kenneth George Charles Whittlesea**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 12 December 1994, the following immovable property will be sold in execution on Friday, 3 February 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Remainder of Lot 2642, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 336 (one thousand three hundred and thirty-six) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 428 Longmarket Street, Pietermaritzburg, under brick and corrugated iron which property consists of an old house converted for use as professional offices comprising six offices, reception area, waiting room, staff room, kitchen and w.c. There are no outbuildings.

*Material conditions of sale:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 19th day of December 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 27053/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited**, Plaintiff, and **Aviation & Marine CC**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 25 July 1994, the following immovable property will be sold in execution on Tuesday, 31 January 1995 at 10:00, at the Sheriff's Salesroom, 12 Campbell Road, Howick, to the highest bidder:

Lot 1638, Howick, situated in the Borough of Howick, Administrative District of Natal, in extent 9 731 (nine thousand seven hundred and thirty-one) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 78 Main Street, Howick, Natal, which property consists of land improved by a builders showroom (915 square metres) offices and storage sheds (2 105 square metres) under brick and corrugated iron.

*Material conditions of sale:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Howick, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 12 Campbell Road, Howick, Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 15th day of December 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nomusa Patricia Ngubane**, Defendant

In pursuance of judgment granted on 24 June 1994, in the Pinetown Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 February 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description:* A certain piece of land being Ownership Unit A6569, in extent 212 square metres, situated in the Township of kwaNdengezi, represented and described on General Plan PB390/1991, held by virtue of Deed of Grant G000234/92.

*Physical address:* Ownership Unit A6569, kwaNdengezi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey gas block/plaster and gas block roof dwelling (26 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 any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of the interest at the rate of 17% (seventeen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban this 19th day of December 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21552/26.)

Case 4885/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nokukhanya Mavis Nkala**, Defendant

In pursuance of judgment granted on 13 June 1994, in the Pinetown Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 February 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description:* A certain piece of land being Ownership Unit A6587, in extent 212 square metres, situated in the Township of kwaNdengezi, represented and described on General Plan PB390/1990, held by virtue of Deed of Grant G000252/92.

*Physical address:* Ownership Unit A6587, kwaNdengezi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (32 m<sup>2</sup>) comprising kitchen, lounge, bedroom, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of the interest at the rate of 17% (seventeen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban this 19th day of December 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z24432/26.)

Case 56835/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited**, trading as Allied Bank (No. 86/04794/06), Plaintiff, and **Smithfield Properties (Pty) Limited**, First Defendant, **Ganesan Govender**, Second Defendant, and **Elain Marima Govender**, Third Defendant

In pursuance of judgment granted on 13 September 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 31 January 1995 at 14:00, at the front entrance to the Magistrate's Court Building, Somtseu Road Entrance, Durban:

*Description:* Lot 94, Kenville, situated in the City of Durban, Administrative District of Natal, in extent (1 507) one thousand five hundred and seven square metres, held under Deed of Transfer T18521/1981.

*Street address:* 110 Crown Road, Kenville, Durban.

*Improvements:* Dwelling consisting of brick and tile, lounge, four bedrooms, kitchen, and dining-room, bathroom, wash basin, toilet, shower and toilet.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

*Town-planning Zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall, in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within twenty-one (21) days from the date of sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

3. The purchaser shall be liable for payment of the interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payment upon such preferent creditor's claim], until the date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 19th day of December 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z28875/JR.)

Case 16020/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited**, Plaintiff, and **Raymond John Webb**, Defendant

In pursuance of a judgment in the Court of the Magistrate, at Pietermaritzburg, dated 16 November 1994 the following immovable property will be sold in execution on Friday, 3 February 1995 at 11:00, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub 49, of Lot 1558, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 943 (nine hundred and forty-three) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 41 Greathead Road, Bisley Valley, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and tile, comprising three bedrooms, one and a half bathroom, shower, two w.c.'s, TV-room, lounge, dining-room, study and kitchen.

*Outbuilding:* Consist of garage, carport and w.c.

The property is further improved with a pool, grill block front wall, block retaining walls and courtyard.

*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 Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 19th day of December 1994.

Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Subramoney Gopal**, Defendant

In pursuance of a judgment granted on 20 April 1994, in the Magistrate's Court, for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 31 January 1995 at 10:00, in front of the Magistrate's Court, Chatsworth.

*Description:*

Sub 1935, of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 465 (four hundred and sixty-five) square metres, postal address 15 Impala Drive, Mobeni Heights.

*Improvements:*

Brick under tile roof dwelling comprising of: Two bedrooms, lounge and passage carpeted, dining-room floor tiled, kitchen tiled with built-in cupboards, bathroom/toilet tiled and toilet tiled.

*Outbuilding:* Garage, room, kitchen, toilet, paved driveway and property fenced.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed:

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff's Office, Chatsworth, 12 Oak Avenue, Kharwastan.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 25th day of November 1994.

Mulla & Mulla, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.) (Ref. 12 1431 009:RN.)

Case 3095/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Sivalingam Govindsamy**, First Defendant, and **Vanitha Thrichandra Govindsamy**, Second Defendant, and **Vishnu Trichandra Naidoo**, Third Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 16 June 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, Area 1, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 27 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 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, namely:

Lot 67, Grove End, situated in the City of Durban, Administrative District of Natal, in extent 355 (three hundred and fifty-five) square metres, which property is physically situated at 158 Batonmore Crescent, Grove End, Phoenix, 4068, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T3286/93.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, garage, staffroom consisting of toilet and shower.

*Zoning:* The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the 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 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 on this the 29th day of November 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/016/033581/Mrs Chetty.)

## Case 13280/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Dennis Bruno Carpede**, First Execution Debtor, and **Dona Geraldene Carpede**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, and writ of execution dated 26 January 1994, the property listed hereunder will be sold in execution on 10 February 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Subdivision 15 of Lot 445 Zeekoe Valleij, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and thirteen (713) square metres [formerly known as Subdivision 5948 (of 5868) of the farm Zeekoe Valleij No. 787.]

*Postal address:* 57 Grouper Gardens, Newlands East, kwaZulu-Natal.

*Town-planning zoning:* Residential.

*The following improvements are reported to be on the property, but nothing is guaranteed:* A single storey concrete block and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., patio, paving and pergola.

Vacant possession is not guaranteed.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 20th day of December 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/202.)

## Case 2216/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Reuben Bongani Sikhakhane**, 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 27 January 1995 at 09:00, in front of the Magistrate's Court, Mtunzini, Natal, by the Sheriff of the Supreme Court, to the highest bidder for cash, without reserve:

Unit H1229, Esikhawini, situated in the Township of Esikhawini, District of Ongoye, in extent three hundred and eighty-seven (387) square metres, held under Deed of Transfer T10176/87.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Unit H1229, Esikhawini, Ongoye District, Natal.
2. The property has been improved by the construction thereon of a dwelling with lounge, dining-room, kitchen, three bedrooms and bathroom.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 14th day of December 1994.

Austen Smith, Plaintiff's Attorney, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S276.)

## Case 34404/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Budgringie Haripersadh Maharaj**, Defendant

In pursuance of a judgment granted on 22 September 1994, in the Magistrate's Court for the District of Durban, held at Durban the property listed hereunder will be sold in execution on Tuesday, 31 January 1995 at 10:00, in front of the Magistrate's Court, Chatsworth:

*Description:* Subdivision 185 of Lot 109, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 929 (nine hundred and twenty-nine) square metres.

*Postal address:* 7 Armenia Terrace, Arena Park, Chatsworth.

*Improvements:* Incomplete dwelling, still under construction.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff's office, 12 Oak Avenue, Kharwastan.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 23rd day of November 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.) (Ref. 12 1431 014:RN.)

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 **Ramasiva Veerannah**, First Defendant, and **Analutchmie Veerannah**, Second Defendant

In pursuance of judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) and writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder, without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 27 January 1995 at 10:00:

*Description:* Lot 4927, Pinetown (Extension 51), situated in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent two thousand four hundred and thirteen (2 413) square metres, held under Deed of Transfer T3302/1983.

*Physical address:* 44 Himandra Road, Nagina Township, Pinetown, Natal.

*Zoning:* Special Residential.

*The property consists of the following:*

Single storey brick under tile roof dwelling, comprising an entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom, bathroom/toilet and toilet. The outbuildings comprise four garages, toilet/shower and room. There is also a concrete swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys of 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 said attorneys.

4. The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 22nd day of November 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7189/mvr.)

Case 7521/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dhanrajan Moonsamy Govender**, First Defendant, and **Sureshnee Devi Govender**, Second Defendant

In pursuance of judgment granted on 31 October 1994, in the Supreme Court of South Africa (Durban and Coast Local Division) and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 31 January 1995 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

*Description of property:* Subdivision 1257 (of 1165) of the farm Bellair 823, situated in the City of Durban, Administrative District of Natal, measuring seven hundred and sixty-six (766) square metres.

*Improvements:* Face brick under tile roof dwelling, comprising three bedrooms (all carpeted, two with built-in cupboards and one with en suite), lounge/dining-room (floor tiled), kitchen (with built-in cupboards and tiled), toilet and bathroom.

*Outbuildings:* Double garage, toilet and shower.

*Driveway:* Paved and face brick fencing.

*Postal address:* 9 Comfort Place, Bellair.

*Zoning:* Residential.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, Supreme Court, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Durban this 13th day of December 1994.

Livingston Leandy Inc., 9-12th Floors, First National Bank Building, corner of Field and Smith Streets, Durban. [Ref. Mrs Perumaul/CG/42S556022(22).]



## Case 882/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Sathasivan Reddy**, First Execution Debtor and **Dhanavathy Reddy**, Second Execution Debtor

In pursuance of judgment granted on 30 September 1993, in the Court of the Magistrate, Chatsworth, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 27 January 1995 at 10:00, the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

*Description:* A certain piece of land being Subdivision 23 of the farm Crowder 6576, situated in the Administrative District of Natal, in extent (4,0411) four comma nought four one one hectares.

*Postal address:* Subdivision 23 of the farm Crowder 6576.

*Improvements:* One brick and plaster, split level dwelling under tiles, consisting of upper level: Five rooms, bathroom with bath and toilet. Lower level: Four rooms. Premises in bad state of disrepair.

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 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 the interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer, upon request by the said attorneys.
5. The full conditions may be inspected at the offices of the Sheriff of the Court, Savell Place, Scottburgh South, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/010235.)

## Case 7845/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Truss-Tech CC**, Execution Creditor, and **M. I. Israel**, Execution Debtor

In pursuance of judgment granted on 30 April 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 7 February 1995 at 14:00, at the front entrance of the Magistrate's Court Building, Somtseu Road, Durban:

*Description:* Lot 816, Brickfield, City of Durban, in extent five hundred and fifty (550) square metres.

*Street address:* 279 Randles Road, Sydenham.

*Improvements:* Brick/tile house comprising three bedrooms (main en suite, all carpeted, built-in wardrobe), dining-room (carpeted), lounge (carpeted) kitchen (built-in cupboards), bathroom/toilet with was basin/tub and garage with roll-up door.

*Zoning:* Special Residential (nothing 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 to the bondholder, ABSA Bank, 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 attorneys.
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 Sheriff's Office, 15 Milne Street, Durban.

Dated at Durban this 6th day of December 1994.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Bernstein/YH/T176C/28AT53005.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Natal Provincial Division)

In the matter of **The Collector of Rates for the Ramsgate Town Board**, Applicant

In pursuance of an Order of the above Honourable Court granted on 13 September 1994, in terms of section 172 (10) of the Local Authorities Ordinance, No. 25 of 1974, the undermentioned properties will be sold by public auction to the highest bidder by the Deputy Sheriff at the offices of the Ramsgate Town Board, Ramsgate on 18 January 1995 at 10:00, namely:

1. Lot 695, Ramsgate: Kloof Road, Ramsgate: Vacant.
2. Lot 1787, Ramsgate: Captain Davis Drive, Ramsgate: Vacant.
3. Lot 1974, Ramsgate: Isaacs Street, Ramsgate: Vacant.

The conditions of sale will be read out immediately prior to the sale or may be inspected at the office of the Deputy Sheriff, 20 Riverview Road, Sunnyside.

Douglas Kent & Co., Attorneys for the Applicant, 1-6 Standard Bank Building, Marine Drive, Margate; P.O. Box 205, Margate, 4275.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Lognathan Madurai**, Defendant

In pursuance of a judgment granted on 18 October 1994, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 31 January 1995 at 10:00, in front of the Magistrate's Court, Chatsworth.

*Description:* Subdivision 488 (of 2281) of Lot 101, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 209 (two hundred and nine) square metres.

*Postal address:* House 44, Road 504, Croftdene, Chatsworth.

*Improvements:* Semi detached double storey block under asbestos roof-dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, Chatsworth, 12 Oak Avenue, Kharwastan.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 8th day of December 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.) (Ref. 12 1431 020:RN.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **Electrical Centre Wholesalers**, Plaintiff, and **D.S.A. Visagie**, trading as Dansyl Refrigeration Services, Defendant

In pursuance of a judgment of the above Honourable Court granted on 20 April 1993, and a warrant issued in pursuance thereof, the following immovable property was judicially attached namely:

37 Jooste Road, Newcastle, Lot 726, Subdivision 2.

The said property will be sold by the Sheriff of the Court, Newcastle on 15 February 1995 at 10:00, at the front entrance of the Magistrate's Court, Hardign Street, Newcastle.

The purchase price shall be paid as to 20% (twenty per cent) thereof in cash on the date of sale the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Newcastle within three (3) weeks from date of sale, a bank or building society guarantee. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Newcastle.

Dated at Newcastle this 26th day of October 1994.

Aroon Bhogal & Co., Upper Ground Floor, 62C Scott Street, Newcastle.

Case 3744/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Natal Provincial Division)

In the matter between **The Standard Bank of S.A. Limited**, Plaintiff, and **Theodus Mngoma**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following property belonging to the Defendant, will be sold in execution on 10 February 1995 at 10:00, in front of the Magistrate's Court, Keat Street, Ladysmith, Natal, to the highest bidder for cash:

*Property description:* Lot 5154, Ladysmith (Extension 35), situated in the Borough of Ladysmith, Administrative District of Natal, in extent 860 square metres, held under Deed of Transfer T11168/92.

*Postal address:* 15 Coleus Drive, Ladysmith, Natal.

*Improvements:* The property has been improved by the construction of a single storey yellow face brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, study, kitchen, laundry, pantry, three bedrooms, bathroom/toilet and toilet/shower. The outbuildings comprise double garage, toilet and store-room.

*Zoning:* Special residential.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the Office of the Sheriff, 5 Poort Road, Ladysmith and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 23rd day of November 1994.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, 3201; P.O. Box 51, Pietermaritzburg, 3200. [Tel. (0331) 45-3322.] (Ref. Mr Meyer/cch G.1.)

Case 7282/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Venktas Darmaraju Naidoo**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 17 October 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth, at the front of the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 31 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 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 1923 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 567 (five hundred and sixty-seven) square metres, which property is physically situated at 45 Impala Drive, Mobeni Heights, Durban, 4092, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T5874/94.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, study, four bedrooms, two bathrooms/toilets, two showers/toilets and toilet.

*Outbuildings:* Garage, room, toilet and double carport.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the 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 29th day of November 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U072/039478/Mrs Chelin.)

Case 330/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Siva Moodley**, Defendant

In pursuance of judgment granted on 19 February 1993, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 31 January 1995 at 10:00, in front of the Magistrate's Court, Chatsworth:

*Description:* Subdivision 332 (of 3178), of the farm Chat Two 834, situated in the City of Durban, Administrative District of Natal, in extent 186 (one hundred and eighty-six) square metres.

*Street address:* 65 Shady Avenue, Chatsworth.



**Improvements:** Semi-detached double storey face brick under tiled roof dwelling comprising three bedrooms, lounge, dining-room, kitchen with built-in cupboards and tiled, toilet, bathroom tiled, balcony and driveway.

**Outbuildings:** Three rooms, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

**Town-planning zoning:** Special Residential.

**Special privileges:** Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1994, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth.

Dated at Durban on this 6th day of December 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z12009.JR.)

**Case 7197/94**

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 **Albert George Morton**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 27 January 1995 at 10:00:

**Description:** Section 21, as shown and more fully described on Sectional Plan SS118/1984, in the scheme known as Brailswood 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 55 (fifty-five) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST7586/94.

**Physical address:** 61 Brailswood, 112 Mountain View Road, Carrington Heights, Natal.

**Zoning:** Special Residential.

**The property consists of the following:** Flat comprising lounge, bedroom, kitchen, bathroom and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 21st day of November 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7806/mvr.)

**Case 2530/94**

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 **Daniel Govender**, First Defendant, and **Selvie Govender**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 27 January 1995 at 10:00:

**Description:** Section 7, as shown and more fully described on Sectional Plan SS406/92, in the scheme known as Perseus Road 17, in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area according to the said sectional plan is 49 (forty-nine) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST5702/93; and

An exclusive use area described as G7, measuring 255 (two hundred and fifty-five) square metres being as such part of the common property, comprising the land and the scheme known as Perseus Road 17, in respect of the land and building or buildings situated at Durban, City of Durban, as shown and more fully described on Sectional Plan SS406/92, held under Notarial Deed of Cession SK1109/93.

*Physical address:* 7 Perseus Road 17, Bonela, Cato Manor.

*Zoning:* Special Residential.

The property consists of the following: Brick under tile roof simplex comprising living-room, three bedrooms, bathroom/toilet and kitchen. There are no outbuildings but there is a garden area.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 21st day of November 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7004/mvr.)

**Case 4713/93**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Sadhasiven Chetty**, First Defendant, and **Segrie Chetty**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 31 January 1995 at 10:00:

*Description:* Subdivision 1019 (of 983) of Lot Crossmoor 15061, situated in the City of Durban, Administrative District of Natal, in extent 270 (two hundred and seventy) square metres, held under Deed of Transfer T9051/94.

*Physical address:* 58 Mistletoe Road, Crossmoor, Chatsworth.

*Zoning:* Special Residential.

The property consists of the following:

Semi-detached double storey block/brick under tile dwelling comprising four bedrooms, lounge, kitchen, room, toilet and bathroom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Durban this 18th day of November 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.677/J. C. Jones.)

**Case 821/92**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Perumal Ramiah Ramiah**, First Defendant, and **Priscilla Ramiah**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 31 January 1995 at 10:00:

*Description:* Lot 459, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent 961 (nine hundred and sixty-one) square metres, held under Deed of Transfer T9832/91.

*Physical address:* 49 Silverbank Road, Silverglen, Chatsworth.

*Zoning:* Special Residential.

The property consists of the following:

Single storey brick under asbestos roof dwelling comprising lounge, dining-room, family room (all tiled), kitchen (tiled with built in cupboards), three bedrooms (one with en-suite and built in cupboards), bathroom/toilet (tiled) and verandah (tiled). There is a double garage, servant's room and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Durban this 17th day of November 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5402/mvr.)

**Case 8225/93**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Yvonne Mary Finch**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 27 January 1995 at 10:00:

*Description:* Remainder of Lot 26, Westville (Extension 2), situated in the Borough of Westville, Administrative District of Natal, measuring two thousand and twenty-three (2 023) square metres, held under Deed of Transfer T7061/90.

*Physical address:* 22 O'Connor Road, Westville, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising entrance hall, lounge, dining-room, family room, breakfast room, kitchen, three bedrooms, bathroom/toilet and shower/toilet. The outbuildings comprise double garage (attached) and there is also a swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts' Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 15th day of November 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.5138/mvr.)

**Case 7864/93**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Amar Singh**, First Defendant, and **Radha Kumarie Singh**, Second Defendant, and **Anita Devi Singh**, Third Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 27 January 1995 at 10:00:

*Description:* Lot 36, Grove End, situated in the City of Durban, Administrative District of Natal, in extent 213 (two hundred and thirteen) square metres, held under Deed of Transfer T29055/89.

*Physical address:* 350 Grove End Drive, Phoenix, Natal.

*Zoning:* Special Residential.

The property consists of the following: Semi-detached block under tile roof double storey duplex dwelling with lights and hot and cold water comprising upstairs: Three bedrooms and bathroom. Downstairs: Lounge, kitchen and toilet.



Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts' Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, Natal.

Dated at Durban this 28th day of November 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.7001/mvr.)

**Case 1273/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Juriun Arnold Degger**,  
Execution Debtor

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) and a writ of execution dated 31 August 1994, the immovable property listed hereunder will be sold in execution on 27 January 1995 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder:

*Description:* Lot 153, Kingsburgh, situated in the Borough of Kingsburgh and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent four thousand and forty-seven (4 047) square metres. Held under Deed of Transfer T16897/1993 subject to the terms and conditions therein contained. The immovable property is situated at 26-28 William Brown Road, Kingsburgh.

*Zoning:* Special/Residential 1.

*Improvements:* Vacant stand.

*Possession:* Vacant Possession is not guaranteed.

*Material conditions of sale:*

1. The sale is subject to the terms and conditions of the Supreme Courts' Act, No. 59 of 1959, 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 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 Supreme Court, Durban South, 101 Lejaton, 40 St. George's Street. [Tel. (031) 301-0091.] (Ref. H. B. Mills/gjl/Degger.)

Dated at Durban this 28th day of November 1994.

Chapman Dyer Miles & Moorhead Inc., Execution Creditor's Attorneys, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. Mr Adams/cv/R 129/62 R 4642/94.)

**Case 7237/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zikhethale Gerald Mbelu**, Defendant

In terms of a judgment of the above Honourable Court, dated 20 October 1994, a sale in execution will be held on 3 February 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Ownership Unit G991, in the Township of Ntuzuma, District of Ntuzuma, in extent of 363 square metres, represented and described on General Plan PB 50/1986, held under Deed of Grant G004303/88, signed at Ulundi on 29 June 1988.

Subject to the conditions of title.

*Physical address:* Unit G991, Ntuzuma.

*The following information is furnished but not guaranteed:* Three bedrooms, one and a half bathroom and toilet, kitchen, lounge/dining-room, tiled roof and water and electricity.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

*Zoning:* The accuracy hereof is not guaranteed: Special Residential.

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 Inanda Area 1.

Dated at Durban on this 4th day of February 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Varty/Z08324.)

Case 5414/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mandlenkosi Matthews Khumalo**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 9 September 1994, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Inanda, District One, on 27 January 1995 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, without reserve.

*Property description:* Site 20, Ohlange Township, situated in Inanda, Administrative District of Natal, in extent 443 (four hundred and forty-three) square metres held under Deed of Grant GF 11136/1989 subject to the conditions therein contained.

*Physical address of property:* Site 20, Ohlange Township, Inanda, Natal.

*Zoning of property:* Special Residential.

*Improvements of property:* It is a block under asbestos with electricity, no water, consisting of lounge, kitchen, two bedrooms, outside toilet and no bathroom.

1. The sale shall be subject to the terms and conditions of the Supreme Courts' Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act, No. 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any), from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda District One, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban on this the 22nd day of November 1994.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. SWA/lp15F6229A3.)

Case 399/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Susan Lynne Hayes**, Plaintiff, and **Eugene van der Berg**, Defendant

In pursuance of judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 3 February 1995 at 10:00:

*Description:* A certain piece of land being Lot 188, Kenhill, situated in the City of Durban, Administrative District of Natal in extent 1 166 (one thousand one hundred and sixty-six) square metres.

*Postal address:* 2 Begonia Road, Glenhills.

*Improvements:* *Main house:* Single storey brick/plaster dwelling with tile roof, two bedrooms, main en suite carpeted floor/built-in-cupboards, lounge carpeted floor, dining-room, carpeted floor, dining-room carpeted floor, kitchen tiled floor/built-in-cupboards, bathroom with bath/wash-basin/toilet and all windows with burglar guards.

Property full fenced with pre-cast fincing and steel gate.

Nothing in this regard is guaranteed.

Held by the Defendant in his name under Deed of Grant T27239/1991.

The sale shall be subject to the terms and conditions of the Supreme Courts' Act and the rules made thereunder.

The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

Transfer shall be effected 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.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, Natal.

Dated at Umhlanga Rocks on this the 4th day of January 1995.

Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-101.] (Ref. AJM Pearce/cv/H96.); c/o Henry Francis, 23 Realty Centre, Umdloti Main Road, Verulam.

#### Case 1119/94

#### 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 **Ragubar Dayasingh**, First Execution Debtor, and **Mohanee Balraj Dayasingh**, Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 26 April 1994, the following immovable property will be sold in execution on 3 February 1995 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Subdivision 90 of 37, of Lot 36, Marburg Settlement 5428, situated in the Marburg Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 349 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Andreason Street, Marburg.

Upon the property is a dwelling under brick and asbestos consisting of a workshop, two sheds, office and office with toilet and basin. Outbuilding under brick and asbestos consisting of eight servants' rooms, two toilets, shower and bath.

#### 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 on this the 5th day of January 1995.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; 50 Bisset Street, Port Shepstone.

#### Case 5479/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Silimsa**, Plaintiff, and **Sathie Chetty**, trading as S S S Investment, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 18 August 1994 and execution issued thereafter, the immovable property listed hereunder will be sold in execution on 31 January 1995 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder:

*Property description:* Subdivision 202 (of 218) of Lot 105, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 375 square metres.

*Improvements:* Brick under tile roof dwelling comprising of lounge, dining-room (carpeted), TV-room (floor tiled), kitchen (built-in-cupboards and tiled), pantry (built-in-cupboards and tiled), three bedrooms (all built-in-cupboards and carpeted and en-suite), toilet, bathroom, prayer room, double garage, entrance hall. Basement: Two large rooms, yard (paved), swimming-pool, property fully fenced with driveway.

*Street address:* House 42, 32nd Avenue, Umhlathuzana Township, Chatsworth.

*Town planning zoning:* Special residential.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. Ten per cent (10%) of the purchase price to be paid in cash on the day of sale, together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys, to be furnished within fourteen days after the sale.
4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs including arrear and current rates, sewerage connection fees, if any, taxes and all other charges necessary to effect transfer on request of the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Deputy Sheriff, Chatsworth.

6. Prospective purchasers are advised to inspect the property prior to the date of sale.

Dated at Durban on this 9th day of January 1995.

Pampallis & Randles, Plaintiff's Attorneys, Third Floor, Doone House, 379 Smith Street, Durban. [Tel. (031) 301-5331.] (Ref. Mr Heads 09S029001.)



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## ORANGE FREE STATE ORANJE-VRYSTAAT

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Saak 873/94

### IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **United Bank Beperk**, Eiser, en **Ramatia Paulus Khanye**, Verweerder

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof, gedateer 1 November 1994, en lasbrief vir eksekusie teen onroerende goedere gedateer 26 Oktober 1994, sal die hierondervermelde onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 27 Januarie 1995 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, te wete:

Sekere Erf 3674, Masilo, Theunissen, groot 299 vierkante meter.

Woonhuis bestaande uit woonkamer, kombuis, drie slaapkamers, badkamer en toilet.

*Belangrikste voorwaardes van verkoop:*

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping betaal en die balans is betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank- en/of bougenootskap wat deur die Eiser se prokureur goedgekeur is; die waarborg aan die Balju vir die Landdroshof binne 14 (veertien) dae na datum van verkoping verstrek te word.

2. Die koper sal aanspreeklik wees vir betaling van rente op die balans koopprijs van tyd tot tyd verskuldig teen 20,75% (twintig komma sewe vyf persent) per jaar vanaf datum van bekragtiging van hierdie koop tot datum van betaling van die volle balans koopsom.

*Die verkoopvoorwaardes lê ter insae te:*

1. F. B. Coetzer, Prokureurs vir Eiser, Van Heerdenstraat 45, Theunissen; en

2. Die Balju vir die Landdroshof, Theunissen, p.a. H & L Boumateriale, Andries Pretoriusstraat 45, Theunissen.

Geteken te Theunissen op hierdie 18de dag van November 1994.

F. Coetzer, Prokureur vir Eiser, Van Heerdenstraat 45, Theunissen.

Saak 73/94

### IN DIE LANDDROSHOF VIR DIE DISTRIK PETRUS STEYN GEHOU TE PETRUS STEYN

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Mnr. Matthys Johannes Visagie**, Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof, Petrus Steyn, en kragtens 'n lasbrief tot uitwinning, gedateer 6 Oktober 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 3 Februarie 1995 om 12:00, te Du Plessisstraat 28, Petrus Steyn, aan die hoogste bieder verkoop word, naamlik:

Sekere Erwe 352, 354 en 355, groot 1 115, 743 en 793 vierkante meters, geleë in die dorp Petrus Steyn, distrik Lindley, gehou kragtens Verbandakte B6677/1988.

Ten opsigte van voormelde verbeterings word geen waarborg verstrek nie.

*Terme:* Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskap waarborg wat binne 7 (sewe) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig, gelewer word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

*Voorwaardes:* Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroshof.

Geteken te Bethlehem op hierdie 1ste dag van Desember 1994.

Harrington de Clerk & Schönken, Prokureurs vir Eiser, Lindleystraat 29; Posbus 255, Bethlehem.

Saak 19772/94

### IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Mnr. Franco Ancilotti**, Verweerder

Ingevolge 'n vonnis gedateer 7 Desember 1994, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 3 Februarie 1995 om 10:00, te Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenhede 7, 8, 10 en 13 Deeltitels, The Waterfall SS 108, groot 133 m<sup>2</sup>, 130 m<sup>2</sup>, 133 m<sup>2</sup> en 128 m<sup>2</sup>, gehou kragtens Transportakte T21221/93; T21222/93; T21224/93 en T21227/93, beter bekend as The Waterfall 7, 8, 10 en 13, Colinsweg, Westdene, Bloemfontein.

Verbeterings: Drieslaapkamermeenthuise met sit-eetkamer, kombuis, badkamer met stort en toilet asook 'n verdere badkamer met wasbak, toilet en stort, twee motorhuise en klein tuintjie.

*Voorwaardes van verkoping:*

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,25% (agtien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingedien word.

Gedateer te Bloemfontein hierdie 20ste dag van Desember 1994.

J. H. Conradie, Prokureur van Eksekusieskuldeiser, p.a. Rossouws, Tweede Verdieping, SA Property House, Elizabethsstraat 6; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

**Saak 745/94**

IN DIE LANDDROSHOF VIR DIE DISTRIK FICKSBURG GEHOU TE FICKSBURG

In die saak tussen **Nedcor Bank Beperk**, handeldrywende as Perm, Eiser, en **Mnr. M. I. Seoe**, Eerste Verweerder, en **Mev. D. E. Seoe**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe gehou word te Landdroskantoor, Ficksburg, op 27 Januarie 1995 om 10:00, van die ondervermelde Residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju, voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 511, geleë in die dorp Meqheleng, distrik Ficksburg, groot 397 vierkante meter.

Onderworpe aan sekere serwitute en voorwaardes en gehou kragtens Transportakte T730/1993.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit woonhuis en buitegeboue.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

**Datum:** 14 Desember 1994.

D. J. Gresse, vir Dippenaar du Toit & Louw, Prokureur vir Eiser, Fonteinstraat 73; Posbus 11, Ficksburg.

**Saak 2573/1994**

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank (Allied)**, Eksekusieskuldeiser, en **R. P. & M. E. Rantili**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 21 November 1994 in die landdroshof te Virginia, sal die volgende eiendom verkoop word op 3 Februarie 1995 om 10:00, voor die Landdroskantore, te Virginia:

Perseel 1069, Meloding-uitbreiding 1, distrik Ventersburg, groot 276 vierkante meter, bestaande uit: Sitkamer, kombuis, badkamer met toilet en twee slaapkamers.

*Voorwaardes van verkoping:*

1. Voetstoots sonder reserwe.

2. **Koopprijs:** Deposito van 10% (tien persent) in kontant van veiling en balans tesame met rente binne 14 (veertien) dae.

3. Verkoopsvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 21ste dag van Desember 1994.

Roma Badenhorst & Seun, Atrium-gebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mpDN0034.)

**Saak 2574/1994**

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank (Allied)**, Eksekusieskuldeiser, en **M. J. and M. S. Tsie**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 21 November 1994 in die Landdroshof, te Virginia, sal die volgende eiendom verkoop word op 3 Februarie 1995 om 10:00, voor die Landdroskantore, te Virginia:

Perseel 895, Meloding-uitbreiding 1, distrik Ventersburg, groot 298 vierkante meter, bestaande uit: Sitkamer, kombuis, badkamer met toilet en twee slaapkamers.

*Voorwaardes van verkoping:*

1. Voetstoots sonder reserwe.

2. **Koopprijs:** Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.

3. Verkoopsvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 21ste dag van Desember 1994.

Roma Badenhorst & Seun, Atrium-gebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mpDN0033.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Teboho Joseph Mantsoe**, First Defendant, and  
**Ganyane Likomo Hester Mantsoe**, Second Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Philip Street, Parys, on 8 February 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Parys, Maré Street, Parys, 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 1207, situated in the Town Tumahole, District Parys, measuring 306 square metres, held by virtue of Deed of Transfer T39/1994.

**Improvements:** Three bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1962.)

Saak 5283/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Van Deventer & Maree**, Eiser, en **N. J. Makapela**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 21 April 1994, en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op Vrydag, 10 Februarie 1995 om 10:00, by die Peetlaan ingang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaers aan die persoon wat die hoogste aanbod maak, naamlik:

**Sekere:** Perseel 5028, Kagisanong, distrik Bloemfontein, gehou kragtens Sertifikaat van Geregisteerde Huurpagtoekenning TL7427/92.

**Voorwaardes:** Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 18de dag van November 1994.

P. H. T. Colditz, Prokureur vir Eiser, p.a. Schoeman Maree Ing., Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Saak 23544/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Willem Gerhardus Janse van Rensburg**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 16 Maart 1993 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op Vrydag, 10 Februarie 1995 om 10:00, by die Peetlaan ingang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaers aan die persoon wat die hoogste aanbod maak, naamlik:

**Sekere:** Erf 17836, groot 836 vierkante meter, gehou kragtens Akte van Transport T8274/92, onderhewig aan sekere voorwaardes.

**Voorwaardes:** Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 5de dag van Desember 1995.

P. H. T. Colditz, Prokureur vir Eiser, p.a. Schoeman Maree Ing., Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Saak 2315/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Kommissaris Binnelandse Inkomste**, Eiser, en **Makakane, Marikhoi Obed**, Verweerder

In terme van 'n vonnis wat toegestaan is in die Landdroshof vir die distrik Odendaalsrus, op 24 Julie 1991, en 'n lasbrief vir eksekusie teen onroerende goed, sal die onderstaande eiendom in eksekusie verkoop word op 3 Februarie 1995 om 10:00, te die Hoofingang van die Landdroshof, Weeberstraat, Odendaalsrus:

**Sekere:** Erf 258, Blok 7, Kutlwanong, Odendaalsrus, geleë Blok 7, Kutlwanong, Odendaalsrus, groot 418 vierkante meter.

**Verbeterings:** —.

Die voorwaardes van eksekusie verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, Conroysgebou, Weeberstraat, Odendaalsrus, asook by die prokureurs vir die Eiser, Smit & Vermaak, Erasmusgebou, Kerkstraat, Odendaalsrus. Die verkoopvoorwaardes sal voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hede die 14de dag van Desember 1994.

Smit & Vermaak, Erasmusgebou, Kerkstraat, Posbus 99, Odendaalsrus.



Saak 2596/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Owen Kenneth Dingaan**, Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof Bethlehem, en kragtens 'n lasbrief tot uitwinning gedateer 24 September 1993, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 3 Februarie 1995 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder verkoop word, naamlik:

**Sekere:** Erf 3109, Bohlokong, Bethlehem, groot 317 vierkante meter, geleë distrik Bethlehem, gehou kragtens Registrasie van Huurpag TL1563/1986.

Ten opsigte van voormelde verbeterings word geen waarborg verstrekk nie.

**Terme:** Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 7 (sewe) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig, gelewer word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

**Voorwaardes:** Die verkoopvoorwaardes is ter insae te die kantore van die Balju Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 9de dag van Desember 1994.

Harrington De Clerk & Schönken, Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 2563/89

## IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk** (No. 86/04794/06) (Allied Bank Divisie), Eiser, en **E. Matla**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Landdroshof, Sasolburg, op 27 Januarie 1995 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Sasolburg:

**Sekere:** Erf 3389, Zamdela, distrik Sasolburg.

**Verbeterings:** Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, aparte toilet en enkelmotorhuis.

**Terme:** Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien (10) per centum van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;
- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

**Voorwaardes:**

(a) Die voorwaardes van koop sal deur die Balju, Landdroshof uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 8ste dag van Desember 1994.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14; Posbus 415, Vereeniging. (Verw. mnr. Hoffman.)

Case 2120/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Dennis Maguire** (Identity Number 6001275046003), First Defendant, and **Aletta Magdalena Gertruida Maguire**, (Identity Number 6410240024005), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 27 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 16012 (Bloemfontein-uitbreiding 104, geleë in die stad en distrik Bloemfontein), groot 1 001 (eenduisend en een) vierkante meter, gehou kragtens Akte van Transport T21195/1992, onderworpe aan sekere voorwaardes.

*Consisting of:* Entrance hall, family room, three bedrooms, toilet, laundry, lounge/dining-room, kitchen, double carport, swimming-pool and brick paving, and situated at 14 Krygs Road, Fleurdal, Bloemfontein.

*Terms:* Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. (Ref. NS9440.)

**Saak 9792/94**

# IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk** (No. 86/04794/06) (Allied Bank Divisie), Eiser, en **Petrus Marius Coertzen**, en **Wilhelmina Sophia Coertzen**, Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Landdroshof, Sasolburg, op 27 Januarie 1995 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Sasolburg:

*Sekere:* Erf 3266, geleë in die dorp Sasolburg-uitbreiding 1, distrik Parys, Hoggestraat 29, groot 1 483 vierkante meter.

*Verbeterings:* Ingangsportaal, sitkamer, familiekamer, vier slaapkamers, twee badkamers, kombuis, enkel garage en bediendekamer/toilet.

*Terme:* Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

(a) Tien per centum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;

(b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;

(c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;

(d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

*Voorwaardes:* Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 2de dag van Desember 1994.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14; Posbus 415, Vereeniging. (Verw. mnr. Hoffman.)

**Saak 8142/94**

# IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Trico Trust**, Eiser, en **mnr. Hermanus Johannes Melchoir Willer**, Verweerder

Ingevolge 'n vonnis gedateer 7 Julie 1994 en 'n labrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 27 Januarie 1995 om 10:00 te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

*Sekere Eenheid 8, Deeltitelskema SS/21, Pastel Cottage, geleë in die stad en distrik Bloemfontein, teweete Pastel Cottage 8, Cromwellweg, Bloemfontein, groot 86 m<sup>2</sup>, gehou kragtens Transportakte ST2313/1994.*

*Verbeterings:* Meenthuis bestaande uit twee slaapkamers, badkamer, twee toilette, sitkamer, eetkamer en motorafdak.

*Voorwaardes van verkoping:*

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16% (sestien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 27ste dag van Desember 1994.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, S.A. Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 1898/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen **NBS Bank Beperk**, Eiser, en **Makhoro Joshua Seetsi**, Eerste Verweerder, en **Tüsetso Esther Seetsi**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van Witsieshoek en 'n lasbrief van eksekusie gedateer 1 November 1994 sal die volgende eiendom geregtelik verkoop word op 17 Februarie 1995 om 09:00 voor die Landdroskantoor, Witsieshoek, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel H670, geleë in die dorp Phuthadijhaba, distrik Witsieshoek, groot 525 (vyfhonderd vyf-en-twintig) vierkante meter, soos gehou kragtens Grondbrief 235/1989, soos aangedui op Algemene Plan PB257/1982.

*Verbeterings* (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sit/eetkamer, kombuis, twee slaapkamers en 'n badkamer met toilet.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Witsieshoek.

Gedateer te Harrismith op hede die 3de dag van Januarie 1995.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B, Posbus 22, Harrismith.

Saak 1954/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen **NBS Bank Beperk**, Eiser, en **Kgotso Pieter David Maphalla**, Eerste Verweerder, en **Thelma Edith Manini Morakane Maphalla**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van Witsieshoek en 'n lasbrief vir eksekusie gedateer 6 Desember 1994 sal die volgende eiendom geregtelik verkoop word op 17 Februarie 1995 om 09:00 voor die Landdroskantoor, Witsieshoek, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel 1002H, geleë in die dorp Phuthadijhaba, distrik Witsieshoek, groot 678 (seshonderd agt-en-sewentig) vierkante meter, soos gehou kragtens Grondbrief 548/88/366, soos aangedui op Algemene Plan PB440/1987.

*Verbeterings* (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, studeerkamer, drie slaapkamers, twee badkamers en twee toilette. Daar is ook 'n motorhuis.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Witsieshoek.

Gedateer te Harrismith op hede die 3de dag van Januarie 1995.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B, Posbus 22, Harrismith.

Saak 1342/93

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Beperk**, Eiser, en **Thabo Benjamin Mosoeu**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaan-ingang, Bloemfontein, op Vrydag, 27 Januarie 1995 om 10:00 van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Perseel 2328, Kagisanong, distrik Bloemfontein, groot 301 (driehonderd-en-een) vierkante meter soos aangetoon op Algemene Plan L405/1985, onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL11505/1991.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Twee slaapkamers, kombuis, sitkamer, eetkamer, badkamer en enkel motorhuis met twee buitegeboue.

*Terme:* Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

H. B. Britz, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. H. B. Britz/md/W71571.)

Saak 76/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Khayaletu Home Loans**, Eiser, en **Molebatsi Samuel Molefi**, Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 8 Februarie 1995 om 10:00, per publieke veiling deur die Balju, Parys, verkoop word:

Erf 3422, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Tumahole, gehou kragtens Grondbrief TL1343/89, grootte 286 (tweehonderd ses-en-tagtig) vierkante meter.



*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit: Sitkamer, badkamer, kombuis en slaapkamer.

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.

Verdere voorwaardes by Balju ter insae.

Gedateer te Parys op hede die 3de dag van Januarie 1995.

C. F. Swanepoel, vir Bezuidenhout & Van Zyl, p.a. De Villiers & Joynt, Prokureurs vir Eiser, Dolfstraat 63, Posbus 43, Parys.  
(Verw. CFS/EJ/BEZ003/N506.)

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## GENERAL • ALGEMEEN

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### TRANSVAAL

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CAHI

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE

AUCTION: FOUR BEDROOMED HOME, SWIMMING-POOL AND LAPA, PRETORIA NORTH

Duly instructed by the Trustee in the insolvent estate **R. Swart** mrn T2589/94.

We will sell Tuesday, 24 January 1995 at 11:00, on site 404 West Street, Stand 304, Portion 1, Pretoria North, measuring 1 099 m<sup>2</sup>.

Four bedrooms main en suite, dressing room, second bathroom, swimming-pool and lapa with an entertainment area, large kitchen, single lock-up garage with store-room, servants' quarters.

View by appointment.

Terms: 20% (twenty per centum) deposit (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation.

For further info contact Jade and Cahi Auctioneers, Appraisers and Stock Liquidators. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

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### PROPERTY MART SALES

Duly instructed by the Provisional Trustee in the insolvent estate **J. C. van Staden**, Master's Ref. T4742/94, we shall sell subject to seven days confirmation:

Three bedroomed home being Erf 315, Florida Park, Roodepoort, measuring 2 012 square metres and situated at 15 Orchid Street.

Sale takes place on the spot on 27 January 1994 at 11:00.

Terms: 20% (twenty per centum) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] [After hours (011) 793-6164. C. Mostert.]

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### BERNARDI AUCTIONEERS

INSTRUCTED BY THE CURATOR IN THE INSOLVENT ESTATE **I. M. LANGWORTHY T1714/94** WE WILL SELL BY PUBLIC AUCTION:

#### QUEENSWOOD FAMILY HOME WITH POOL

Being Erf 412, in extent 999 m<sup>2</sup> with improvements to be sold on Monday, 23 January at 11:00, on site 1218 Botrill Avenue, Queenswood, Pretoria.

Terms: 10% (ten per centum) deposit plus 3,42% (three comma four two per centum) buyers commission at auction balance within 30 days from acceptance.

Auctioneers note: Property in need of attention.

Bernardi Auctioneers, Tel. (012) 43-6914/5.

**PETER WILLIAMS**  
PROPERTY AUCTIONS

**INSOLVENT ESTATE SALE OF WELL-BUILT FAMILY HOME IN ATTRACTIVE, QUIET NEIGHBOURHOOD—RAYTON**

Duly instructed thereto by the Trustee in the Insolvent Estate of G. R. Maritz (Master's Ref. T2304/94), we will sell subject to confirmation on Wednesday, 25 January 1995 at 10:00, on the spot, i.e. 61 Pêrel Street, Rayton, the undermentioned property:

Erf 244, Rayton, measuring 1 115 square metres, being 61 Pêrel Street, on which is erected:

A well built brick under tile family home consisting of dining-room, lounge, TV-room, three carpeted bedrooms with built-in cupboards (main bedroom with bathroom en-suite) and second bathroom. Attractive kitchen with numerous wooden cupboards, eye-level oven and cooking hob. Separate scullery/laundry.

Single lock-up garage and double carport with doors, servant's toilet. Brick patio, fully-walled lawned garden with shrubs.

The property is situated close to shops and school.

Viewing: Daily from 10:00 to 18:00.

Terms: 20% (twenty per centum) deposit on day of sale and balance within 30 days of confirmation.

For further details: Contact the auctioneers, Peter Williams Auctioneering and Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. [Tel. (012) 335-2931/2.]

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**CAPE • KAAP**

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**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, LADY GREY op 3 Februarie 1995 om 10:00 voor die Landdroskantoor te LADY GREY die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van die plaas WILGE SPRUIT nr 26, in die Afdeling Aliwal-Noord  
GROOT 1 330,2503 hektaar

Eiendom (1) blykens Akte van Transport T13880/1990

(2) Restant van die plaas BLAAUW KRANTZ nr 204, in die Afdeling Wodehouse  
GROOT 737,8621 hektaar.

Eiendom (2) blykens Akte van Transport T13879/1990

in die naam van JOHANNES ZACHARIAS MOOLMAN STEPHANUS MYBURG

Ligging van hierdie eiendomme:—

Eiendom (1): 13 km noordwes van Lady Grey

Eiendom (2): 35 km suid van Dordrecht

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Stal en implementeskuur, skeerskuur, motorhuis met afdak, stoorkamers en 4 arbeidershuise. Veekerend omhein en verdeel in kampe. 4 Boorgate, 3 sementdamme, 62 drinkbakke, 20 gronddamme en verskeie fonteine. Wilgespruit vorm noorde-lyke grens.

Eiendom (2)

Woonhuis, stoorkamers, stal en voerskuur, skeerskuur en afdak, motorhuis Veekerend omhein en verdeel in kampe. 7 Boorgate, 5 sementdamme, sinkdam, 15 drinkbakke, 7 gronddamme en verskeie fonteine.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAC 02782 09 G 11G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 5 Januarie 1995.

**PLAAS TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BEDFORD op 8 Februarie 1995 om 10:00 voor die Landdroskantoor te BEDFORD die ondergemelde eiendom by publieke veiling verkoop:—

Gedeelte 2 (UPPER CLIFTON) van die plaas CLIFTON nr. 21 in die Afdeling Bedford  
GROOT 2 083,3028 hektaar

Blykens Akte van Transport T1492/1986

in die naam van DANIEL HENDRIK STEYN COETZEE

Ligging van hierdie eiendom:—

60 km noord van Bedford

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, motorhuis en stoorkamer, motorhuis, dubbel motorhuis, stoorkamers, implementskuur, skeerskuur en bokskuur en 7 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. Boorgate, fonteine, 2 sementdamme, 5 drinkbakke en gronddamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkomst is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAE 03788 01G 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 5 Januarie 1995.

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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, SENEKAL op 3 Februarie 1995 om 10:00 voor die Landdroskantoor te SENEKAL die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 1 (SEXTA) van die plaas VIERFONTEIN 548, distrik Senekal  
GROOT: 59,4676 hektaar

(2) Onderverdeling 2 (EKRON) van die plaas VIERFONTEIN 548, distrik Senekal  
GROOT: 59,4676 hektaar

(3) Die restant van die plaas VIERFONTEIN 548, distrik Senekal  
GROOT: 59,3735 hektaar

Eiendomme (1) tot (3) blykens Akte van Transport T7370/1972 in die naam van SUSANNA HELENA SMIT

(4) Die plaas VLAKPLAATS 212, distrik Senekal  
GROOT: 503,2266 hektaar

Eiendom (4) blykens Akte van Transport T12525/1987 in die naam van ZACHARIAS MARTINUS SMIT

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (4) 15 km wes van Senekal

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3)

Melkstal met voerkraal, stoor met afdakke, varkhokke met voerkamer, arbeidershuis, skoolgebou en 2 kuilvoertorings. Veekerend omhein en verdeel in kampe. 5 Boorgate, 2 sementdamme, watertenk en 6 suipkrippe, 5 gronddamme en Sandrivier.



*Eiendom (4)*

Woonhuis, woonstel met afdak, stoor en 2 store met afdakke. Veekerend omhein en verdeel in kampe. 6 Boorgate, 2 sementdamme en 6 suipkrippe, 3 gronddamme en Sandrivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

VERWYSINGSNOMMER: BAAI 03887 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 5 Januarie 1995.

### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Winburg op 3 Februarie 1995 om 10:00 voor die Landdroskantoor te Winburg die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas IDALIA 1691, distrik Winburg

GROOT: 171,3064 hektaar

(2) Die restant van die plaas TAAIBOSCH 43, distrik Winburg

GROOT: 347,6717 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T1662/1972

(3) Onderverdeling 1 van die plaas CALABRIA 630, distrik Venterburg

GROOT: 357,6829 hektaar

Eiendom (3) blykens Akte van Transport T2908/1979

in die naam van Salomon Pienaar Kotze

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

*Eiendomme (1) en (2)* 22 km noord van Winburg

*Eiendom (3)* 11 km suidoos van Virginia

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendom (1)* Sinkdam. Veekerend omhein en verdeel in kampe

*Eiendom (2)* Woonhuis, 3 buitekamers, motorhuis, stoor met afdak, skeerskuur en skool. 5 Boorgate, glasveseltenk, sinktenk, 2 sinkdamme en sementdam. Veekerend omhein en verdeel in kampe.

*Eiendom (3)* Stoor en boorgat. Gedeeltelik veekerend omhein en verdeel in kampe. Ressorteer onder die Sandvet-Staatswaterskema en 22,3 hektaar is daaronder ingelys. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Die aandag van voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied bevestiging van die betrokke Minister verkry moet word dat hy die waterregte sal kan bekom.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

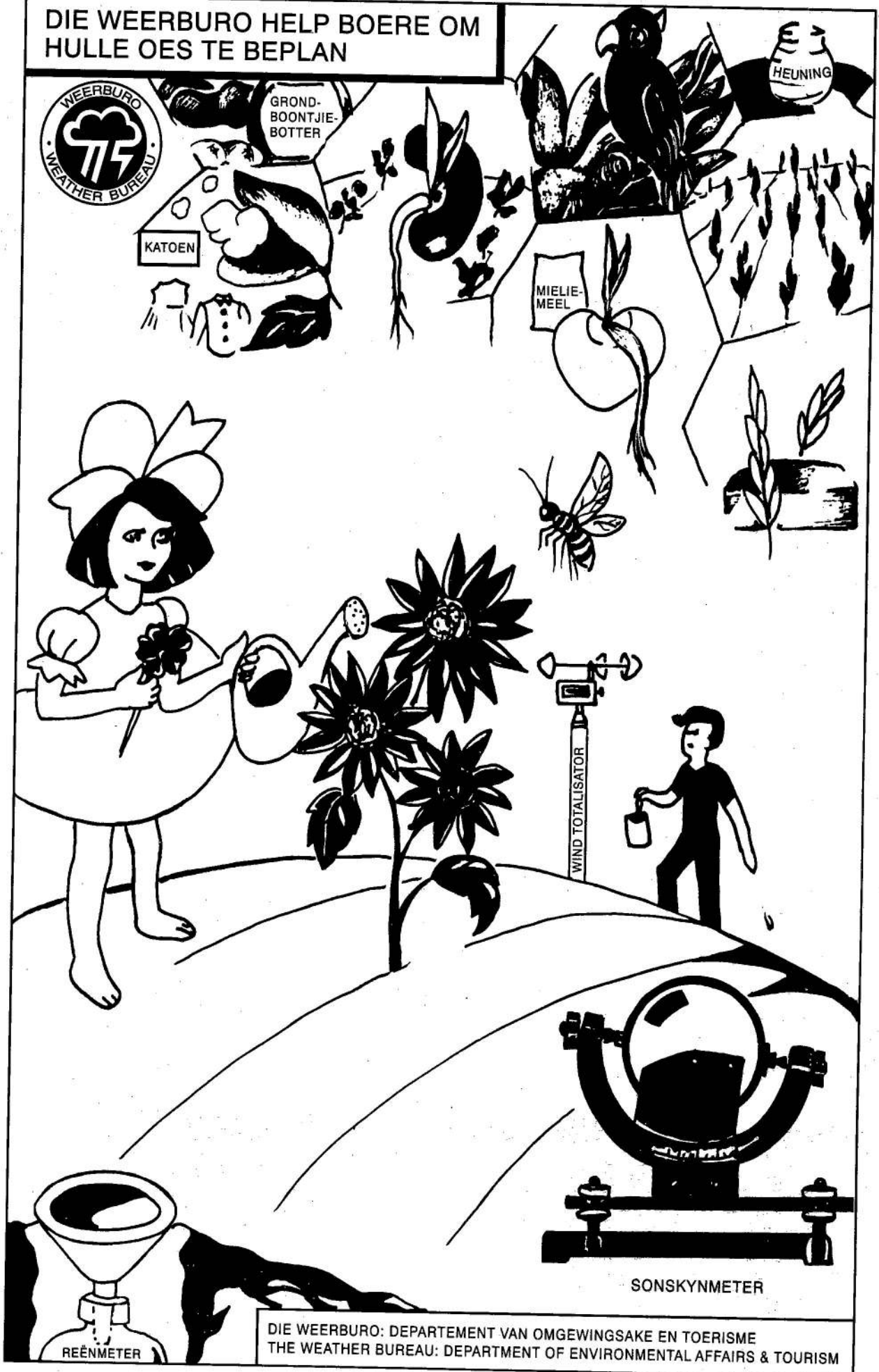
Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Dit word beweer dat waterbelasting ten bedrae van R11 824,77 plus rente ten opsigte van eiendom (3) verskuldig is.

VERWYSINGSNOMMER: BCAT 02977 01G 02G 03G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 5 Januarie 1995.

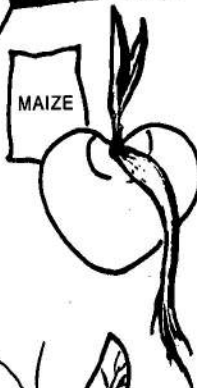
# DIE WEERBURO HELP BOERE OM HULLE OES TE BEPLAN



DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME  
THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS & TOURISM



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DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME

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Please acquaint yourself thoroughly with the  
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# ***Belangrik***

Maak uself deeglik vertrouwd met die  
***“Voorwaardes vir Publikasie”***

van wetlike kennisgewings in die Staats-  
koerant, asook met die nuwe tariewe wat  
daarmee in verband staan

***Sien Lys van Vaste Tariewe en Voorwaardes  
op voorste binnebladsye***

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