

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 355

PRETORIA, 20 JANUARY 1995
JANUARIE 1995

No. 16221

*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

<i>Standardised notices</i>	<i>Rate per insertion R</i>
ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	12,60
BUSINESS NOTICES	30,00
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	25,20
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	15,10
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	7,40
<i>Non-standardised notices</i>	
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 <i>Gazette</i> :	
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
BESIGHEIDSKENNISGEWINGS	30,00
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	12,60
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J29 en Vorms 1 tot 9	25,20
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toe- gevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	7,40
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	15,10
 <i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	42,70
<i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	115,20
Openbare veilings, verkope en tenders:	
Tot 75 woorde	35,10
76 tot 250 woorde.....	90,20
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	145,30
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	45,20
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede- registers en/of verklaring van dividende.....	57,60
Verklaring van dividende met profytstate, notas ingesluit	132,60
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies.....	200,30
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies.....	75,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking.....	200,30
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i>	200,30
Verlenging van keurdatum	25,20
Tersydestelling en afwysings van aansoeke (J 158).....	25,20

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

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

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

(5) In geval van kansellaties 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 ADVERTERDER

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 INKOMSTEESELS.

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

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

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

SALES IN EXECUTION • GEREGTELIKE VERKOPE

TRANSVAAL

Case 1613/93

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 **A. Dladla**, First Defendant and **M. Dladla**, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 28 October 1993, 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 8194, 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 the 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, Attorney for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr van Huyssteen/SSG/N844.)

Case 1881/94

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 **D. J. Kobus**, First Defendant and **P. R. Kobus**, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 30 November 1994, 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 8172, 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 the 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/N1057.)

Case 6167/92

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 **Ngwenya, Abner**, First Defendant and **Khojane, Rafilwe**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, dated 30 June 1992, and a writ of execution dated 30 November 1994, the following will be sold in execution without reserve to the highest bidder on 3 February 1995 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg, Defendants right, title and interest in:

Certain Erf 2803, Vosloorus Extension 1 Township, Registration Division IR, Transvaal, measuring 261 (two hundred and sixty-one) square metres, held by the mortgagor under Certificate of Registered Grant of Leasehold TL48173/1991, situated at Erf 2803, Vosloorus Extension 1.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

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

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

Dated at Boksburg this 20th day of December 1994.

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

Saak 1939/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **Willem Adriaan Sarel du Plessis**, Verweerder

Kragtens uitspraak van die bogemelde Landdroshof gedateer 21 November 1994, en die daaropvolgende lasbrief vir eksekusie word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton, te 51 Lochstraat, Meyerton, op 16 Februarie 1995 om 10:00, aan die hoogste bieder verkoop:

Resterende Gedeelte van Erf 31, Meyerton.

Die eiendom word verkoop onderhewig aan die bepaling van die Wet op Groepsgebiede en Landdroshowe. Tien persent (10%) van die koopprys is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, Meyerton, binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie: Sitkamer, eetkamer, drie slaapkamers, dubbelgeriewe, sinkdak en dubbelmotorhuis, geleë te Shippardstraat 63, Meyerton.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju, Landdroshof, 51 Lochstraat, Meyerton, besigtig word.

Geteken te Meyerton op hierdie 19de dag van Desember 1994.

Mc Loughlin Porter & Venter, Lochstraat 15D, Meyerton.

Case 6054/94

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

In the matter between **United Bank** (a division of ABSA Bank Ltd), Plaintiff/Execution Creditor, and **Antonie Christoffel Botha**, Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 28 September 1994 and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 27 January 1995 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 747, Selection Park Township, Registration Division IR, Transvaal, measuring 1 123 (one thousand one hundred and twenty three) square metres, held by the Defendant under Deed of Transfer T34628/92.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed: Main buildings: Brick building under iron roof consisting of three bedrooms, bathroom, lounge, dining-room, kitchen. Outbuildings: Plastered walls, garage, outside room and toilet.

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the purchaser to the Execution Creditor's Attorneys, within 14 (fourteen) days of date of the said sale.

2. *Conditions of sale:* The full conditions of sale may be inspected prior to the date of sale at the office of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs this 9th day of December 1994.

A. F. Jansen, for Bennett, McNaughton and Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Case 20740/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Gerhardus Petrus Lodewickus Koekemoer**, Plaintiff, and **Barbara Strauss**, First Defendant, and **Anton Strauss**, Second Defendant

In pursuance of a judgment in the Magistrate's Court of Kempton Park and writ of execution dated 2 December 1993, the property listed herein will be sold in execution on Thursday, 23 February 1995 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park, to the highest bidder; being:

Certain Holding 63, Bredell Agricultural Holdings, Registration Division IR, Transvaal, situated at Plot 63, Bredell, measuring 2,0234 hectares, held by Deed of Transfer T6984/1992.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof: Improvements: Lounge, two toilets, kitchen, dining-room, family room/TV-room, two bathrooms, three bedrooms, study, carport, swimming-pool, driveway and outbuildings.

All under a thatch roof and the property is surrounded.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer at the rate of 15,5% (fifteen comma 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.

Dated at Kempton Park on this the 6th day of January 1995.

T. Miltiadous, for Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Tel. 970-1000.) (Ref. Mr T. Miltiadous/je/Y66.)

Case 12047/92

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 **Tshokwe, Piti Moses**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 4 December 1992, and a writ of execution dated 11 August 1994, the following will be sold in execution without reserve to the highest bidder on 3 February 1995, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg at 11:15, Defendant's right, title and interest in:

Certain Erf 6765, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 415 (four hundred and fifteen) square meters, held by the Mortgagor under Certificate of Registered Grant of Leasehold TL26621/1990, situated at Erf 6765, Vosloorus Extension 9.

Improvements: Improvements can not be guaranteed.

Terms and conditions:

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

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

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

Dated at Boksburg this 6th day of January 1995.

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

Case 7750/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Johannes Peello Skhosana**, First Defendant, and **Priscilla Ethel Sibongile Skhosana**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 15 November 1994 and the writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 15 February 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 2380, Crystal Park, Extension 3 Township, Registration Division IR, Transvaal, situated on 1 Vink Close, Crystal Park, Benoni, measuring 897 (eight hundred and ninety-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, residence comprising lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two toilets, TV-room, dressing-room, double garage, servants' quarters and paving.

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

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

Dated at Benoni on this the 4th day of January 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/N20061.)

Case 3186/93

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

In the matter between **Germiston City Council**, Plaintiff, and **Van's Hope (Pty) Ltd**, Defendant

In pursuance of a judgment by the Magistrate's Court, at Germiston, and writ of execution dated 28 September 1993 the property listed herein will be sold in execution on Wednesday, 15 February 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Alberton, Johria Court, Du Plessis Street 4, Florentia, to the highest bidder:

Portion 18, of the farm Roodekop 139, Township, Registration Division IR, Transvaal, situated at Vacant Stand Portion 18, of the farm Roodekop 139, measuring 5,7944 square metres.

The judgment creditor described the improvements on the property as set out hereunder but no warranties are given in respect thereof.

Improvements: Vacant Stand.

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 a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff, Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court, Alberton, Johria Court, Du Plessis Street 4, Florentia.

Dated: 4 January 1995.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. Coll/WM.)

Case 3555/94

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

In the matter between **Germiston City Council**, Plaintiff, and **M. M. M. Investments**, Defendant

In pursuance of a judgment by the Magistrate's Court, at Germiston, and writ of execution dated 8 August 1994 the property listed herein will be sold in execution on Wednesday, 15 February 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Alberton, Johria Court, Du Plessis Street 4, Florentia, to the highest bidder:

Erf 8/1548, Roodekop Township, Registration Division IR, Transvaal, situated at 14 Emmanuel Road, Roodekop, measuring 2993 square metres.

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

Improvements: Double storey: Business premises. Lower level: Reception area, five offices and kitchen. Upper level: Offices and two large warehouses and open yard. Fence: brick wall.

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 a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff, Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court, Alberton, Johria Court, Du Plessis Street 4, Florentia.

Dated: 3 January 1995.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. Coll/WM.)

Case 706/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moshe Andrew Sewela**, First Defendant, and **Roselinah Sewela**, Second Defendant

On 10 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 12612, Vosloorus, Extension 23, Registration Division IR, Transvaal, situated at 12612, 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 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 (fourteen) 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.

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 5th day of January 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L, Pinheiro/H01265.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Morgan Johannes Mnyakeni**, First Defendant, and **Bemi Martha Mnyakeni**, Second Defendant

On 10 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 464, Vosloorus, Registration Division IR, Transvaal, situated at 464 Fred Mlaba 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, rats, 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 5th day of January 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01282.)

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die Landdroshof Vanderbijlpark, en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 10 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 verbandhouders 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 bougenootskapwaarborg 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 eiendomme 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 114/93

Vonnisskuldenaar: **Nosipho Andromeda Sixam**

Eiendom: Perseel 1354, in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal, groot 3080 vierkante meter.

Verwysing: P3/6.

Beskrywing: Drieslaapkamerhuis met sitkamer, eetkamer, kombis, bediendekamer en twee motorhuise.

Saak 2541/93

Vonnisskuldenaar: **Ramotiri Gabriel Morabe en Matoa Koseline Morabe.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 59812 in die dorpsgebied Sebokeng, Eenheid 3, Registrasieafdeling IQ, Transvaal, groot 273 vierkante meter.

Verwysing: P3/75.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

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

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

Saak 4102/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Tariane Samuel Mankayi**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 10 Februarie 1995 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 33 ('n gedeelte van Gedeelte 4) van Lot 38, geleë in die Evaton Small Farms-dorpsgebied, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T21194/90, groot 439 (vierhonderd nege-en-dertig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 4de dag van Januarie 1995.

P.a. Rooth & Wessels, Prokureurs vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Case 04859/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Benjamin Themba Qhena**, First Defendant, and **Anna Nomasonto Qhena**, Second Defendant

Notice is hereby given that on 10 February 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 22 March 1994, namely:

Certain: Right of leasehold in respect of Erf 18342, Tsakane Extension 8, Registration Division IR, Transvaal, situated at 18342 Tsakane Extension 8.

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

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

Dated at Boksburg on this the 27th day of December 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01279.)

Saak 6162/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Pieter Breugem**, Eiser, en **Christo Ian Clifford**, Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros van Pietersburg toegestaan op 18 Julie 1994, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 17 Februarie 1995 om 10:00, te die kantore van die Landdros, Maréstraat, Pietersburg, aan die hoogste biebër, naamlik:

Erf 147, Peninapark in Pietersburg, Registrasieafdeling LS, Transvaal, groot 1 001 vierkante meter, ook bekend as Limpopalaan 17, Peninapark, Pietersburg.

Terme: 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 3de dag van Januarie 1995.

J. A. van der Walt, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

Saak 2437/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Gilbeys Distillers & Vintners (Pty) Ltd**, Eiser, en **John Sibanyoni**, handeldrywende as Kwazanele Tavern, Verweerder

Ingevolge 'n vonnis gelewer op 22 September 1993 in die Ermelo Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Donderdag, 9 Februarie 1995 om 10:00, voor die Landdroskantoor, Breyten, aan die hoogste biebër, met geen reserweprijs:

Beskrywing: Sekere Standplaas 101, Kwazanele, geleë in die distrik Breyten, Registrasieafdeling IS, Transvaal, groot 248 (tweehonderd agt-en-veertig) vierkante meter, gehou kragtens Transportakte TL27002/91.

Straatadres: Standplaas 101, Kwazanele, Breyten.

Verbeterings word nie gewaarborg nie.

Terme:

1. Die koper moet 'n deposito van 10% (tien persent) plus 14% (veertien persent) BTW van die koopprys in kontant op die dag van die verkoping betaal.
2. Die koper moet afslaerskommisie plus 14% (veertien persent) BTW daarop by toeslaan van die bod betaal.
3. Die deposito van 10% (tien persent) hierbo genoem, kan deur die Eiser behou word as skadevergoeding sou die koper versuim om sy verpligtinge na te kom na toeslaan van die bod.
4. Koper is ook aanspreeklik vir die betaling van 14% (veertien persent) BTW op die koopprys.
5. Die eiendom kan onmiddellik na betaling van die deposito in besit geneem word en nog die Eiser nog die Balju waarborg *vacua possessio* van die eiendom.
6. Transport sal deur die Eiser se prokureurs behartig word.
7. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnsprekteer kan word by die kantore van die Balju van die Landdroshof Ermelo te Jan van Riebeeckstraat 15, Ermelo.

Gedateer te Ermelo hierdie 13de dag van Januarie 1995.

P. A. Stoffberg, vir G. F. Botha & Van Dyk, G. F. Botha & Van Dykgebou, Joubertstraat, Posbus 41, Ermelo, 2350. [Tel. (01341) 2331/2332/2361/4701.] [Faks. (01341) 9-3009.] (Docex 3.)

Case 19454/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Giddings, Gregory Donald**, First Defendant and **Giddings, Stephen John**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 9 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 of the Supreme Court, prior to the sale:

Certain unit comprising section 130, and its undivided share in the common property in the Linmeyer Garden Village Sectional Title Scheme.

Area: 138 (one hundred and thirty-eight) square metres.

Situation: Flat 130, Linmeyer Garden Village, East Road, The Hill.

Improvements (not guaranteed): A sectional title unit consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage and swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on this the 4th day of January 1995.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ84.)

**Case 24889/94
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 **Serguroh, Casim Husein**, 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 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 the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 76, situated in the Township of Mayfair, Registration Division IQ, Transvaal, being 180 and 180A Ninth Avenue, Mayfair, Johannesburg, measuring 347 (three hundred and forty-seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single storey brick built residence with iron roof, comprising two kitchens, two lounges, two sculleries, four bedrooms, two bathrooms, two showers with outbuildings with similar construction comprising two carports, four servant's rooms and two toilets.

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, 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 3rd day of January 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S.537.)

Case 7479/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **Germiston City Council**, Plaintiff, and **T. G. & F. S. Grobler**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston South and writ of execution dated 7 July 1994, the property listed herein, will be sold in execution on Monday, 13 February 1994 at 10:00, at the offices of the Sheriff Magistrate's Court, Germiston South, to the highest bidder:

Erf 19, Rondebult Township, Registration Division IR, Transvaal, situated at 29 Lootsberg Street, Rondebult, measuring 1 245 square metres.

The judgment creditor described the improvements on the property as set out hereunder but no warranties are given in respect thereof:

Improvements: Lounge, dining-room, three bedrooms, toilet, bathroom, kitchen, garage, tiled roof and swimming-pool.

Terms: The purchase price shall be paid as to ten per centum (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 a bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff Magistrate's Court, Germiston South.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston.

Case 2731/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited, Plaintiff, and **P. L. Dyani**, First Defendant, **T. F. Dyani**, Second Defendant, **Z. J. Geveza**, Third Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 23 March 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 15 February 1995 at 10:00, at the Sheriff's Office, Johria Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 1411 (now known as 1245), Likole Extension 1 Township, Registration Division IR, Transvaal, situated on 1411 Likole Extension 1, Katlehong, Alberton, measuring 330 (three hundred and thirty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey building built of brick, plaster and paint, tiled roof, comprising of lounge, kitchen, three bedrooms, bathroom, w.c. and porch. Property fenced. Zoned Residential.

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00087.)

Case 10947/90**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Johannes George Hattingh**, First Defendant, and **Delina Willemina Hattingh**, Second Defendant

On 10 February 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Erf 438, Boksburg North, Registration Division IR, Transvaal, situated at 28 First Street, Boksburg North, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1994 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 conveyancing transfer costs and duties, rates, taxes and other charges payable to the Local Authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of 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 27th day of December 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01056.)

Case 1496/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mamboyan Johannes Mbetha**, Defendant

On 10 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 7006, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7006, Vosloorus Extension 9, 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, 1994 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 27th day of December 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01552.)

Case 2465/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fikile Promise Elizabeth Kubheka**, Defendant

On 10 February 1995 at 11h15 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 10900, Vosloorus Extension 14, Registration Division IR, Transvaal, situated at 10900 Vosloorus Extension 14, 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 percent) 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 27th day of December 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01311.)

Case 4994/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Simon Vusi Chauke**, First Defendant, and **Rose Malekhotla Chauke**, Second Defendant

On 10 February 1995 at 11h15 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 6555, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6555 Vosloorus Extension 9, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge and out-buildings comprising garage.

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 percent) 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 27th day of December 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H455.)

Case 34663/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Klein: Rodney Noel**, First Defendant, and **Klein: Gail Allyson**, 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 10 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 12, Geluksdal Township, Registration Division IR, Transvaal, situated at 12 Westehoeek Street, Geluksdal, Brakpan, measuring 376 (three hundred 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 a lounge, three bedrooms, bathroom with w.c. and kitchen.

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

Dated at Johannesburg on this the 3rd day of January 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00074 (A074).]

Case 20782/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kana: Joseph**, First Defendant, and **Kana: Roseline**, 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 10 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 1364, Leachville Extension 1 Township, Registration Division IR, Transvaal, situated at 6 Seekoei Street, Leachville Extension 1, Brakpan, measuring 640 (six hundred and forty) square metres

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising a lounge, two bedrooms, bathroom, kitchen, paved drive-way, single garage, precast fencing and w.c.

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

Dated at Johannesburg on this the 3rd day of January 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF6315 (AB915).]

Case 3971/94

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

In the matter between **Germiston City Council**, Plaintiff, and **K. V. McAlister**, and **M. S. J. McAlister**, Defendants

In pursuance of a judgment by the Magistrate's Court at Germiston a writ of execution dated 3 August 1994, the property listed herein will be sold in execution on Monday, 13 February 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Germiston, to the highest bidder:

Erf 34, Rondebult Township, Registration Division IR, Transvaal, situated at 2 Lootsberg Street, Rondebult, measuring 1 050 square metres.

The judgment creditor described the improvements on the property as set out hereunder but no warranties are given in respect thereof.

Improvements: Dining-room, lounge, three bedrooms, two bathrooms, two toilets, kitchen, garage, swimming-pool, tiled roof.

Terms: The purchase price shall be paid as to ten per centum (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 a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff, Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court, Germiston South.

Date: 3 January 1995.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. COLLWM.)

Case 4083/93

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

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Andries Mpitsa**, Defendant

Kindly take notice that in terms of a judgment obtained in the above-mentioned Court and a warrant of execution issued on 2 May 1994, the undermentioned property will be sold in execution on 24 February 1995 at 11:00, at the office of the Messenger of the Court, Wonderboom, Section 83, De Onderstepoort (north of Sasko Mills, old Warmbath Road) to the highest bidder, namely:

Site 850, Block H, Soshanguve in the Township or Village of Soshanguve, extent 382 (three hundred and eighty-two) square metres, held under Certificate of Right to Leasehold 1299/91, dated 5 July 1991 as will more fully appear from General Plan PB194/1972.

Subject to such conditions and servitudes, specified or referred to in the said Certificate of Right to Leasehold 1299/91 dated 5 July 1972 as will more fully appear from General Plan PB194/1972.

The property is sold voetstoots and no warranties of whatever nature are given in respect of the property or any improvements thereon.

The property is improved by the erection of a dwelling consisting of five bedrooms with built-in cupboards, two bathrooms, toilet, kitchen, dining-room, lounge, lock-up garage, three store-rooms with separate toilet.

The conditions of sale, which will be read out immediately before the sale by the Messenger of the Court, or his nominee, are available for inspection at the office of the Messenger of the Court.

Signed at Pretoria this 5th day of January 1995.

J. J. Smit, for Grobler Smit & Löwe, 359 Paul Kruger Street, Capital Park, Pretoria. (Ref. Mnr. Smit/KB/BS4294.)

Case 1244/91

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

In the matter between **Allied Building Society**, Plaintiff, and **D. W. Kent**, First Defendant, and **M. M. Kent**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 30 October 1991, the property listed hereunder will be sold in execution on 10 February 1995 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 2149, Dalpark Extension 5 Township, Registration Division IR, Transvaal, measuring 1 846 (one thousand eight hundred and forty-six) square metres, held by Deed of Transfer T2422/1989.

The property is defined as a residential stand, situated at: 45 Moepel Street, Dalpark Extension 5, Brakpan.

No warrant or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Brick and plaster walls under tiled roof consisting of lounge, dining-room, kitchen, three bedrooms and bathroom. Fully carpeted. *Outbuildings:* None. Diamond mesh 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 cent) thereof or R500 (five hundred rand) whichever is the greater, on the day of the sale and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate specified in the full conditions of sale, to date of payment, within 14 (fourteen) days, to be paid or secured by a bank or building society guarantee.

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

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

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

Dated at Brakpan this 22nd day of December 1994.

P. J. Cowling, for Trollip Cowling & Jancke, First Floor, Market Building, 610 Voortrekker Street; P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Cowling/BRV/C80/91.)

Case 325/92

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 W. V. Magagula, and M. L. Magagula, Defendants**

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 10 February 1995 at 11:15, where the conditions of sale may be inspected:

Site 56, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, known as 56 Rockville, Vosloorus Extension 2, Boksburg, measuring 491 square metres.

Improvements (which are not guaranteed to be correct): *Main Building*: Dining-room, lounge, kitchen, two bedrooms, bathroom/toilet. *Outbuildings*: Porch, wire fencing.

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.)

Saak 12468/94

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

In die saak tussen **ABSA Bank Beperk, Eiser, en Jaques Grobler, Verweerder**

'n Eksekusieverkoop word gehou deur die Balju, Potgietersrus, voor die Landdroskantoor, Hoogestraat, Potgietersrus, op 10 Februarie 1995 om 10:00, van:

Gedeelte 1, van Erf 590, geleë in die dorpsgebied Piet Potgietersrust, Registrasieafdeling KS, Transvaal, groot 1487 vierkante meter, gehou kragtens Akte van Transport T67182/93 (geleë te Geysersstraat 13, Potgietersrus).

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

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

Buitegeboue: Motorhuis en motorafdek.

Besigtig voorwaardes by Balju, Potgietersrus, Eerste Verdieping, Munpen-gebou, Voortrekkerweg 80, Potgietersrus.

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

Saak 2885/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **ABSA Bank Beperk, Eiser, en F. W. Smith, Verweerder**

Ingevolge 'n uitspraak in die Landdroshof te Brits, en lasbref vir eksekusie gedateer 13 Desember 1993 wor die ondervermelde eiendom om 09:00, op 10 Februarie 1995, te Landdroskantoor, Van Veldenstraat, Brits, geregtelik verkoop, naamlik:

Sekere: (a) Section 45, as shown and more fully described on Sectional Plan SS48/84, in scheme known as City Gardens, in respect of the land and building or building situated at Erf 2514, Brits, Local Authority, Municipality of Brits, of which section the floor area is 91 square meter.

(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.

Groot, 91 (een-en-negentig) vierkante meter, gehou deur die Eksekusieskuldenaar(s) kragtens Titelakte ST66330/1992, ook bekend as City Gardens, Ludorfstraat, Brits.

Vernaamste verkoopvoorwaardes:

1. Die verkoping geskied voetstoots en onderworpe aan alle voorwaardes en beperkinge sonder voorbehoud by wyse van openbare veiling en die eiendom word, behoudens die bepalings van artikel 66 (2) van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), soos gewysig, en die ander verkoopvoorwaardes, aan die hoogste bieder verkoop.

2. Die verkoping geskied in rande en geen bod vir minder as R10 00 sal aanvaar word nie.

3. Die verkoopprys is betaalbaar by wyse van 'n 10% (tien persent) deposito in kontant of bankgewaarborgde tjek by ondertekening van die verkoopvoorwaardes en die balans koopprys plus rente teen registrasie van transport en vir betaling waarvan 'n goedgekeurde bank- of bougenootskapswaarborg gelewer moet word binne 30 (dertig) dae na datum van die verkoping.

4. Die koper is aanspreeklik vir betaling van alle gelde en uitgawes verbonde aan die registrasie van transport van die eiendom, alle belastinge en heffings, afslaerskommissie en koste verbonde aan die opstel van die verkoopvoorwaardes en ander dokumente.

5. Transport van die eiendom sal geskied deur die Eksekusieskuldeiser se prokureurs.

6. Die volledige verkoopvoorwaardes van die verkoping sal deur die geregsbode/afslaer gelees word ten tye van die verkoping en sal ter insae lê by die kantore van die geregsbode te Theo-gebou, Murraylaan, Brits.

Geteken te Brits op hede hierdie 8ste dag van Desember 1994.

L. Pretorius, vir Roets Pretorius & Raath, Prokureur vir Eiser, hoek van Macleanstraat en Koöperasielaan, Brits.

Case 2885/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **F. W. Smit**, Defendant

In pursuance of a judgment in the Magistrate's Court, of Brits, and subsequent warrant of execution against property dated 13 December 1993, the following immovable property will be sold on 10 February 1995 at 09:00, at the Magistrate's Court, Van Velden Street, Brits, namely:

Certain: (a) Section 45, as shown and more fully described on Sectional Plan SS48/84 in scheme known as City Gardens in respect of the land and building or buildings, situated at Erf 2514, Brits, Local Authority, Municipality of Brits, of which section the floor area is 91 square meter.

(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 91 (ninety-one) square metre, held by the Defendant by Title Deed ST66330/1992, also known as City Gardens, Ludorf Street, Brits.

Major conditions of sale:

1. The property shall be sold without reserve on a voetstoots basis to the highest bidder and the sale shall be subject to the terms and conditions of section 66 (2) of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), as amended and the other conditions of sale.

2. The sale will be conducted in rands and no bid of less than R10 00 will be accepted.

3. The purchase price is payable by way of a 10% (ten per cent) deposit in cash or by bank guaranteed cheque on day of signature of the conditions of sale and the balance against registration of transport and for payment of which balance, and acceptable bank or building society guarantee must be delivered within 30 (thirty) days from the date of sale.

4. The purchaser will be liable for payment of all fees and disbursements due in respect of the registration of transfer, commissions of the auctioneer and the costs relevant to the drafting of the conditions of sale and other documents.

5. Transport of the property will be effected by the conveyancer appointed by the Plaintiff.

6. The full and complete conditions of sale will be read at the auction by the messenger of the Court/auctioneer and is available for inspection at the office of the Messenger of the Court, Theo Building, Murray Avenue, Brits.

Signed at Brits on this the 8th day of December 1994.

L. Pretorius, Roets Pretorius & Raath, Plaintiff's Attorneys, corner of Maclean Street and Koöperasie Avenue, Brits.

Saak 188/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **Jimmy Kruger Trust**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbire vir eksekusie gedateer 23 Junie 1994 sal die ondervermelde eiendom op 9 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 Erf 421, Golfpark, Akasialaan 47, Registrasieafdeling IR, Transvaal, groot 1190 (een een nege 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 verkoopsvoorwaardes, 10% (tien per sent) van die koopprys of R500 (vyfhonderd rand) watter bedrag ookal die grootste is en die balans van die koopprys binne 14 (veertien) dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of 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.

Aldus gedoen en geteken te Meyerton.

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

Saak 62005/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede**, Eiser, en **Gabriel Rodrigues**, Verweerder

Ter uitvoerlegging van 'n vonnis van bogemelde Hof, gedateer 2 Maart 1993 sal die ondervermelde eiendom op 9 Februarie 1995 om 11:00, deur die Balju, Carolina, by die Landdroskantoor, Carolina, aan die hoogste bieder geregteelik verkoop word:

Erf 139, Badplaas, Registrasieafdeling JT, Transvaal, groot 1338 vierkante meter, gehou kragtens Akte van Transport T2711/1976, bekend as Robertsonstraat 139, Badplaas.

Verbeterings (geen waarborg word in hierdie verband gegee nie): Onverbeterde perseel.

Sonering: Onbepaald.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Carolina, Jan van Riebeeckstraat 15, Ermelo, en bevat onder andere die volgende:

(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 bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na datum van die verkoping verstrek te word.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 (sesduisend rand) met 'n minimum van R200 (twee honderd rand) plus BTW.

Geteken te Pretoria op hierdie 6de dag van Desember 1994.

Eben Griffiths & Vennote, p.a. Wilsenach van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64-1039.] (Verw. mnr. Griffiths/mev. Du Plessis.)

Saak 23737/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Ngqaza Sileti**, Eerste Verweerder, en **Ngqaza Fungelwa**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Kempstonlaan 49, Benoni, op 16 Februarie 1995 om 10:00, van die ondervermelde eiendom van die Verweerders wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, van die Hooggeregshof, van Benoni, voor die verkoping ter insae sal lê.

Sekere Erf 3276, Watville-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 409 (vierhonderd-en-nege) vierkante meter.

Verbeterings (nie gewaarborg nie): Drie slaapkamers, badkamer met toilet, badkamer en woonkamer.

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

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

Gedateer te Johannesburg op hierdie 29ste dag van November 1994.

Van Wyk de Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/DB/Z17523.)

Saak 17801/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Rumulonga Lavhelesani Walter**, 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 Kempstonlaan 49, Benoni, op 16 Februarie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die vendusie-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, van die Hooggeregshof van Benoni, voor die verkoping ter insae sal lê.

Sekere Erf 2509, Etwatwa-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 253 (tweehonderd drie-en-vyftig) vierkante meter.

Verbeterings (nie gewaarborg nie): Twee slaapkamers, sit/eetkamer, kombuis, badkamer/toilet.

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

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

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

Van Wyk de Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/mev. Bowden/Z16561.)

Saak 12535/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Bepark**, Eiser, en **Mathebula, Mabandla Loui**s, 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 Kempstonlaan 49, Benoni, op 16 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 Benoni, voor die verkoping ter insae sal lê:

Sekere Erf 2540, Etwatwa-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 253 (tweehonderd drie-en-vyftig) vierkante meter.

Verbeterings (nie gewaarborg nie): Twee slaapkamers, sit/eetkamer, kombuis en badkamer/toilet.

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

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

Gedateer te Johannesburg op die 2de dag van Desember 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/mev. Bowden/Z15614.)

Case 9124/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Johan Jacob Steenkamp**, 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 9 February 1995 at 11:00, in front of the Magistrate's Court, Carolina:

Remaining extent of the farm Boshhoek 442, Registration Division JT, Transvaal, measuring 1404,4269 hectares, held by the Defendant under Deed of Transfer T52743/86, situated 6 km from Badplaas on the Carolina Road.

The following information is furnished, though in this respect nothing is guaranteed: Main dwelling-house with tin roof consisting of lounge, three bedrooms, bathroom, dining-room, kitchen, laundry and workroom. Outbuildings consisting of Round Hut with thatched roof and garage, two boreholes with electric pumps, divided into $\pm$ 7 camps.

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

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

F. A. Gerber, for MacRobert de Villiers Lunnon & Tindall Inc., Third Floor, Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T.401267/el.)

Saak 121930/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank Bepark**, Eiser, en **E. R. Septoe**, Eerste Verweerder, en **M. D. Septoe**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 18 Februarie 1994, sal die volgende eiendom in eksekusie verkoop word voor die Hofgebou, Foxstraatingang, Johannesburg, op 10 Februarie 1995 om 10:00, aan die hoogste bieder naamlik:

Erf 2286, Eldoradopark-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 312 (driehonderd en twaalf) vierkante meter, gehou kragtens Titellakte T40872/1991, ook bekend as Heinkelstraat 44, Uitbreiding 1, Eldoradopark.

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

Hoofgebou: Sitkamer, twee slaapkamers, twee badkamers, twee toilette en kombuis.

Buitegeboue: Gerage.

Titelakte voorwaarde: Streng vir woningdoeleindes alleenlik.

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

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

Gedateer te Johannesburg op hierdie 14de dag van Desember 1994.

Brian Ablerts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Albers JAA 128/93B.)

Saak 2526/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Lesiba Silas Mathabe**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 10 Februarie 1995 om 09:00, per publieke veiling deur die Balju te Landdroshof, Van Veldenstraat, Brits, verkoop word:

Erf 1087, Lethlabile, distrik Brits, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Lethlabile, gehou kragtens Transportakte 87326/93, grootte 252 vierkante meter.

Verbeterings: Losstaande baksteen en/of sementwoonhuis onder sink, asbes of teeldak bestaan uit sitkamer, badkamer, kombuis en slaapkamer (ten opsigte waarvan egter geen waarborg gegee word nie).

Die wesenlike voorwaardes van verkoop is:

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

Geteken te Brits op hede hierdie 21ste dag van November 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. INV:RVS:KH120.)

Saak 3120/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Edward Kemp**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 10 Februarie 1995 om 09:00, per publieke veiling deur die Balju te Landdroshof, Van Veldenstraat, Brits, verkoop word:

Erf 1913, Lethlabile, distrik Brits, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Lethlabile, gehou kragtens Transportakte 91/91, grootte 216 vierkante meter.

Verbeterings: Losstaande baksteen- en/of sementwoonhuis onder sink, asbes of teeldak bestaan uit sitkamer, badkamer, kombuis en slaapkamer (ten opsigte waarvan egter geen waarborg gegee word nie).

Die wesenlike voorwaardes van verkoop is:

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

Geteken te Brits op hede hierdie 18de dag van November 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. Inv:RVS:KH134.)

Saak 3114/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Molepe Levy Moya**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 10 Februarie 1995 om 09:00, per publieke veiling deur die Balju te Landdroshof, Van Veldenstraat, Brits, verkoop word:

Erf 690, Lethlabile, distrik Brits, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Lethlabile, gehou kragtens Transportakte 378/86, grootte 324 vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

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

Geteken te Brits op hede hierdie 18de dag van November 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. INV:RVS:KH128.)

Saak 3121/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Maphinde Isaac Khoza**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 10 Februarie 1995 om 09:00, per publieke veiling deur die Balju te Landdroshof, Van Veldenstraat, Brits, verkoop word:

Erf 917, Lethlabile, distrik Brits, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Lethlabile, gehou kragtens Transportakte 22/88, grootte 300 vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

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

Geteken te Brits op hede hierdie 18de dag van November 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. INV:RVS:KH135.)

Saak 3116/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Modise Frans Makhudu**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 10 Februarie 1995 om 09:00, per publieke veiling deur die Balju te Landdroshof, Van Veldenstraat, Brits, verkoop word:

Erf 1560, Lethlabile, distrik Brits, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Lethlabile, gehou kragtens Transportakte 41/91, grootte 324 vierkante meter.

Verbeterings: Losstaande baksteen- en/of sementwoonhuis onder sink, asbes of teëldak bestaan uit sitkamer, badkamer, kombuis en slaapkamer (ten opsigte waarvan egter geen waarborg gegee word nie).

Die wesenlike voorwaardes van verkoop is:

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

Geteken te Brits op hede hierdie 21ste dag van November 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. INV:RVS:KH130.)

Saak 5138/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Peter Ramauka**, Eerste Verweerder,
Gladys Ramauka, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 10 Februarie 1995 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Erf 539, geleë in die dorpsgebied Sebokeng, Eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL3969/88, grootte 312 (driehonderd-en-twaalf) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sement woonhuis onder sink-, teël of asbesdak, bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark op hierdie 14de dag van Desember 1994.

Prokureur vir Eiser, p.a. Rooth & Wessels, Concorde-gebou, Attie Fouriestraat, Vanderbijlpark.

Case 33359/94

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 **Lionel Jose de Robillard**, First Defendant, and **Patrick Michel de Robillard**, Second Defendant

Pursuant to a judgment of the above Honourable Court, dated 14 July 1994, and a warrant of execution dated 10 November 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 15 February 1995 at 10:00, at the Sheriff's Office, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Certain Erf 2830, Brackendowns, Township, Registration Division IR, Transvaal, situation at 5 Klipkoppies Street, Extension 5, Brackendowns, Alberton.

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

Improvements: A single-storey dwelling: Consisting of a lounge, kitchen, three bedrooms and two bathrooms.

Area 988 square metres.

Outbuildings: Attached: Single garage and toilet.

Property's held under Deed of Transfer T30006/91.

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

The full conditions of sale may be inspected at the offices of the Sheriff, at Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Dated at Johannesburg on this the 21st day of December 1994.

R. Reichman & Israelsohn, Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR4241/Coll/VV.)

Case 3588/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **R. W. van Standen**, and **A. M. van Staden**, Defendants

Persuant to a judgment of this Court an subsequent warrant for execution date 22 November 1994, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 10 February 1995 at 09:00, namely:

Remaining Extent of Portion 3 (portion of Portion 1) of the farm Elandsdrift 467, Registration Division JQ, Transvaal, measuring 21,5375 hectare, held under Deed of Transfer T24919/84.

The following improvements exist on the property although in this respect nothing is guaranteed: Three single-storey dwelling-houses.

Outbuildings: (consisting of nine garages, servant's room and toilet), tennis course and lapa.

Material conditions of the sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per cent) thereof or R400 (four hundred rand) whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as "roukoop".
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

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

J. M. Erasmus, for E. D. Ras & Olivier, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 3589/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **R. W. Van Staden** and **A. M. van Staden**, Defendants

Pursuant to a judgment of this Court and subsequent warrant for execution dated 22 November 1994, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 10 February 1995 at 09:00, namely:

Portion 101 (portion of Portion 104) of the farm Elandsdrift 467, Registration Division JQ, Transvaal, measuring 22,5295 hectare, held under Deed of Transfer T67539/92.

The following improvements exist on the property although in this respect nothing is guaranteed: One office (210 square metres) one flat (single quarters), several sheds (about 450 square metres in total)

Material conditions of the sale are:

- (a) The sale will be held by Public Auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per cent) thereof or R400 (four hundred rand) whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as "roukoop".
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

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

J. M. Erasmus, for Ras & Olivier, Attorney for Plaintiff. Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 22121/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thabo David Molapo**, First Defendant, and **Toriphina Mamakudu Phiri**, Second Defendant

Notice is hereby given that on 9 February 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 7 September 1994, namely:

Certain right of leasehold in respect of Erf 1472, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1472 Etwatwa Extension 2, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 25th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01946.)

Case 24232/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Amelia Grannum**, Defendant

Notice is hereby given that on 9 February 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 28 September 1994, namely:

Certain Erf 3183, Northmead, Registration Division IR, Transvaal, situated at 59 12th Avenue, Northmead, Benoni.

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, lounge and outbuildings comprising of garage.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 25th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01946.)

Case 22864/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kakayi Joseph Tabu**, First Defendant, and **Sandra Tabu**,
Second Defendant

Notice is hereby given that on 9 February 1995 at 10:00 the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 15 September 1994, namely:

Certain right of leasehold in respect of Erf 11315, Daveyton, Registration Division IR, Transvaal, situated at 11315 Pedi Street, Daveyton, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 25th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01946.)

Case 22870/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **William Makenenge Begezi**, First Defendant, and
Nocathala Jane Begezi, Second Defendant

Notice is hereby given that on 9 February 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 23 September 1994, namely:

Certain right of leasehold in respect of Erf 1601, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1601 Etwatwa Extension 2, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 25th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01946.)

Case 18852/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Felix Anele Dithako**, First Defendant, and
Rosa Dithako, Second Defendant

Notice is hereby given that on 9 February 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 5 August 1994, namely:

Right of leasehold in respect of:

Certain Erf 1567, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1567 Etwatwa Extension 2, Benoni.

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.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 25th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01946.)

Case 25242/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moffat Dehludhlu**, First Defendant,
Pretty Maureen Dhludhlu, Second Defendant

Notice is hereby given that on 9 February 1995 at 10:00, the undermentioned property will be sold by public auction of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 5 October 1994, namely:

Right of leasehold in respect of:

Certain Erf 1709, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1709 Etwatwa, Extension 2, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 25th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01946.)

Case 24236/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Amelia Grannum**, Defendant

Notice is hereby given that on 9 February 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 30 September 1994, namely:

Certain Erf 449, Crystal Park, Registration Division IR, Transvaal, situated at 12 Torque Street, Crystal Park, Benoni.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of: Four bedrooms, two bathrooms, kitchen, dining-room, lounge, study and family room.

Outbuildings: Comprising garage and carport.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 25th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01946.)

Case 24235/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Richard Winston Grannum**, Defendant

Notice is hereby given that on 9 February 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 29 September 1994, namely:

Certain Erf 413, Crystal Park, Registration Division IR, Transvaal, situated at 46 Totius Street, Crystal Park, Benoni.

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

Outbuildings: Comprising garage.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 25th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01946.)

Case 18951/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lesibana Johannes Moagi**, Defendant

Notice is hereby given that on 9 February 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 29 August 1994, namely:

Right of leasehold in respect of certain Erf 1078, Daveyton Extension 3, Registration Division IR, Transvaal, situated at 1078 (also known as 15371) Daveyton Extension 3, Benoni.

The following improvements (which are not warranted to be correct) exist on the property:

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 25th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01946.)

Case 17653/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abel Sadike**, First Defendant, and **Makoena Brendina Hlahane**, Second Defendant

Notice is hereby given that on 9 February 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 10 August 1994, namely:

Certain Erf 972, Crystal Park Extension 1, Registration Division IR, Transvaal, situated at 16 Clydesdale Street, Crystal Park Extension 1, Benoni.

The following improvements (which are not warranted to be correct) exist on the property:

Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge and dining-room; and outbuildings comprising of garage and swimming-pool.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 25th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01946.)

Case 14607/94
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 **September, Thozamile Eric**, 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 10 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 1534, situated in the Township of Dawn Park Extension 24, Registration Division IR, Transvaal, being 28 Sandton Street, Dawn Park Extension 24, Boksburg, measuring 828 (eight hundred and twenty-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, bar, separate toilet and shower, four bedrooms and bathroom with outbuildings with similar construction comprising 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, 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 23rd 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/cb/S.568.)

Case 19831/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Paulus Fanyana Masuku**, Defendant

Notice is hereby given that on 9 February 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 25 August 1994, namely:

Right of leasehold in respect of certain Erf 1473, Etwatwa Estension 2, Registration Division IR, Transvaal, situated at 1473 Etwatwa Extension 2, Benoni.

The following improvements (which are not warranted to be correct) exist on the property:

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 25th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01946.)

Saak 6320/94

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

In die saak tussen **Transnet Beperk**, Eiser, en **Chauke, Mkhathshani Samuel**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemlde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Kempstonlaan 59, Benoni, op 16 Februarie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die Venduafsaler gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Benoni, voor die verkoping ter insae sal lê:

Sekere: Erf 2454, Etwatwa, Benoni-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 253 (twee vyf drie) 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: Gekombineerde sitkamer/eetkamer, kombuis, twee slaapkamers en badkamer/toilet.

Buitegeboue bestaande 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 of bougenootskap of ander aannembare 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 (twintig duisend 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 die 23ste dag van September 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z12303.)

Case 9199/93

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 Loggerenberg, Burger Johannes Arend**, and **Van Loggerenberg, Sandra**, Execution Debtors

In execution of 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, Benoni, on 16 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: Erf 2475, situated in the Township of Benoni, Registration Division IR, Transvaal, being 21 Second Avenue, Benoni, measuring 1 190 (one thousand one hundred and ninety) 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, laundry, pantry with outbuildings with similar construction comprising of garage, servant's room, toilet and store-room.

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

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

Dated at Johannesburg this 25th day of November 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/VA.61.)

Saak 1957/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits**, Eksekusieskuldeiser, en **P. J. Hoffman**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof en daaropvolgende lasbrief vir eksekusie, is daar op die ondergenoemde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 10 Februarie 1995 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere: Erf 14, geleë in die dorpsgebied Elandsrand, Registrasieafdeling JQ, Transvaal, groot 1 380 vierkante meter, bekend as Helderbergweg 6, Brits.

Verbeterings: 'n Baksteenwoning bestaande uit twee slaapkamers, kombuis, badkamer, twee sitkamers, eetkamer, twee motorhuise en 'n swembad, maar kan nie gewaarborg word nie.

Terme: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bouvereniging waarborg tot bevrediging van die eksekusieskuldeiser binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Theogebou, Kantore 4, 5 en 6, Murraylaan 42, Brits, ter insae lê.

Geteken te Brits op hede die 22ste dag van November 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40; Posbus 1008, Brits. (Ref. RVO:FP-ST750/AQ0172.)

Saak 67/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **B & C Timber BK**, Vonnisskuldeiser, en **S. J. S. Holtzhausen**, Vonnisskuldenaar

Ingevolge uitspraak van die Hof en lasbrief gedateer 4 Julie 1994, sal die ondergemelde eiendom per publieke veiling verkoop word in eksekusie aan die hoogste bieder voor die Landdroskantoor, Zeerust, op 3 Februarie 1995 om 10:00, naamlik:

R/g Erf 605, Registrasieafdeling JP, Transvaal, ook bekend as Joubertstraat 28B, Zeerust, waarop opgerig is 'n woonhuis van baksteenmure onder 'n sinkdak met buitegeboue. Geen waarborge betreffende verbeterings word gegee nie en die verkoping is voetstoots.

Verkoopvoorwaardes: R5 000 kontant op dag van verkoop, en die balans teen registrasie van transport, verseker deur 'n goedgekeurde bank- of bougenootskapwaarborg gelewer te word binne 14 dae na dag van verkoping.

Koper moet transportkoste, hereregte of BTW na gelang wat van toepassing is, en alle belastinge betaal en die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige verkoopvoorwaardes kan gedurende kantoorure by die kantoor van die Balju, hoek van President- en Piet Retiefstraat, Zeerust, nagegaan word sowel as by die ondergetekende.

Gedateer te Zeerust hierdie 8ste dag van November 1994.

Van der Merwe & Calitz, Prokureurs vir Eiser, Kerkstraat 39B; Posbus 53, Zeerust.

Saak 16116/94

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank Bepers**, Eiser, en **M. Laklija**, Eerste Verweerder, en **A. E. Laklija**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 26 April 1994, sal die volgende eiendom in eksekusie verkoop word voor die Hofgebou, Foxstraat-ingang, Johannesburg, op 10 Februarie 1995 om 10:00, aan die hoogste bieder, naamlik:

Gedeelte 59 (nege-en-vyftig) soos aangetoon en volledig beskryf op Deelplan SS22/1985 in die gebou wat as Monterey bekend staan en te Berea, Johannesburg, geleë is, groot 71 (een-en-sewentig) vierkante meter, gehou kragtens Transportakte ST22/2985 (59) (Unit), ook bekend as 93 Monterey, Lolyaan 27, Berea, Johannesburg.

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

Hoofgebou: Simplekswoonstel, twee slaapkamers, badkamer, toilet, kombuis, sitkamer en eetkamer.

Buitegeboue: Een garage.

Titelaktevoorwaardes: 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 Johannesburg-Noord ondersoek word.

Gedateer te Johannesburg op 13 Desember 1994.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA5/94B.)

Case 60958/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mr Antonio da Paixao de Ponte**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 25 July 1994, and a warrant of execution dated 21 November 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 115, Bassonia Township, Registration Division IR, Transvaal, situation 38 Karen Avenue, Bassonia, Johannesburg South.

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

Improvements: A double storey dwelling consisting of an entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, toilet, dressing-room, an atrium and a playroom.

Area: 1 053 square metres.

Property's held: Under Deed of Transfer T42722/90.

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, 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, Turffontein, Johannesburg.

Dated at Johannesburg on this the 3rd day of January 1995.

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. BR4355/COLL/PM/LB.)

Case 6239/94

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

In the matter between **James Edward Honiball**, Plaintiff and **Johannes Stephanus Schoeman**, and **Patricia Alrika Schoeman**, Defendant

In pursuance of a judgment in the Magistrate's Court of Potchefstroom, dated 5 December 1994, the following property will be sold in execution at 4 Brand Street, Potchefstroom, on 10 February 1995 on 09:00, namely:

Portion 3 of Erf 2681, situated in the Town of Potchefstroom Extension 7, Registration Division IQ, Transvaal (better known as 4 Brand Street, Potchefstroom), measuring 882 square metres.

Comprising of main building: Three bedrooms, lounge, knotty pine ceiling and build-in jetmaster, kitchen, bathroom and toilet.

Outbuildings: Small store room, toilet, single covered parking facility.

Fencing: Back and front of erf concrete; sides—portions in brick and portions in concrete, situation south, roof: Corrugated iron.

Main conditions of sale:

1. The property will be sold by the Sheriff of the Magistrate's Court, Potchefstroom, to the highest bidder.
2. The purchaser must pay 10% (ten per cent) of the purchase price, in cash, on the day of the sale to the Sheriff of the Magistrate's Court, Potchefstroom.

The balance of the purchase price must be guaranteed by a Commercial Bank payable on registration of transfer of the property in the name of the purchaser, which guarantee must be furnished within thirty (30) days from date of sale, to the Sheriff of the Magistrate's Court, Potchefstroom.

The further conditions of sale will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 86 Wolmarans Street, Potchefstroom.

Thus done and signed at Potchefstroom, this 3rd day of January 1995.

A. L. Muller, for Awie Wright, Attorneys, 69 Du Plooy Street, Potchefstroom. (Ref. AL Muller/H268.)

Saak 6239/94

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **James Edward Honiball**, Eiser, en **Johannes Stephanus Schoeman**, en **Patricia Alrika Schoeman**, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Potchefstroom, gedateer 5 Desember 1994, sal die volgende eiendom per geregtelike veiling verkoop word te Brandstraat 4, Potchefstroom:

Gedeelte 3 van Erf 2681, geleë in die dorp Potchefstroom-uitbreiding 7, Registrasieafdeling IQ, Transvaal (beter bekend as Brandstraat 4, Potchefstroom), groot 882 vierkante meter, op 10 Februarie 1995 om 09:00, naamlik:

Met woonhuis en buitegeboue bestaande uit:

Hoofgebou: Drie slaapkamers, sitkamer met Knotty pine plafon en ingeboude jetmaster, kombuis, badkamer en toilet.

Buitegeboue: Klein stoorkamer, toilet en enkel motorafdak.

Omheining: Voor en agter van beton, sykkante gedeelte steen en gedeelte beton.

Dakke: Sinkdak.

Waar geleë: Suid.

Voorwaardes vir verkoop:

1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom aan die hoogste bieder verkoop word.
2. Die koper moet 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof, Potchefstroom.

Die balans van die koopprijs moet gewaarborg word deur 'n geregistreerde handelsbank betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne dertig (30) dae vanaf datum van die verkoping aan die Balju van die Landdroshof, Potchefstroom.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom.

Aldus gedoen en geteken te Potchefstroom hierdie 3de dag van Januarie 1995.

A. L. Muller, vir Awie Wright, Prokureurs, Du Plooystraat 69, Potchefstroom. (Verw. AL Muller/H268.)

Case 23379/93

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Gary James Charnock**, First Defendant, and
Deborah Yvonne Charnock, 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 Sheriff's Office, 8 Park Street, Kempton Park, on Thursday, 9 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Portion 9, of Erf 576, Clayville, Extension 7 Township, Registration Division JR, Transvaal (also known as 5 Springbok Road, Clayville X7), in extent 1250 (one thousand two hundred and fifty) square metres, held under Deed of Transfer T60560/92, subject to the conditions therein contained and especially to the reservation of right of minerals.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, kitchen, three bedrooms, bathroom, w.c./shower, w.c., two garages and servant's w.c.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R20 000 (twenty thousand rand) and 5% (three per cent) 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 on this the 9th day of January 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1760/94.)

Case 14795/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hilton Mafulong Solomon Mphila**, 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 1118, KwaGuqa. Extension 3, Township, Registration Division JS, Transvaal, measuring 252 square metres, held by virtue of Deed of Transfer T23562/92.

Improvements: Three bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1802.)

Case 24195/94

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 16 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 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 10, of Lot 165, Meyerton Farms Township, Registration Division IR, Transvaal, measuring 1084 square metres, held by virtue of Deed of Transfer T49223/87, also known as 29 Korhaan Straat, Meyerton Small Farms.

Improvements: Unimproved property.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2114.) [Sheriff's Ref. N. C. H. Bouwman, Tel. (016) 21-3400.]

Case 24375/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntelane Joseph Seokamo**, First Defendant, and
Joyce Sbhongile Priscilla Seokamo, Second Defendant

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

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

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

Property: All the right, title and interest to the leasehold in respect of: Stand 312, Sebokeng, Unit 6, Extension 5 Township, Registration Division IQ, Transvaal, measuring 562 square metres, held by virtue of Certificate of Registered Grand of Leasehold TL37624/87.

Improvements: Bedroom, bathroom kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2128.)

Case 20604/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbikiza Sineas Mhlanga**, First Defendant, and
Noki Francis Mhlanga, Second Defendant

A sale in execution of the undermentioned property is to be held at the Magistrates's Court, corner of Voortrekker and Clerg Street, Lydenburg, on 15 February 1995 at 08:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 5 Burger Street, Lydenburg, and will also be read out by the Sheriff, prior to the sale in execution.

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

Property: All the right, title and interest to the leasehold in respect of: Erf 1386, Masising Township, Registration Division JT, Transvaal, measuring 278 Square metres, held by virtue of Certificate of Registered Grant of Leasehold TL7173/88.

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/GT1983.)

Case 4109/94

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

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

A sale in execution of the property described hereunder will take place on 10 February 1995 at 10:00, in front of the Court-house, Fox Street-entrance, Johannesburg:

Portion 11, of Erf 730, Elandspark Township, Registration Division IR, Transvaal, measuring 782 (seven hundred and eighty-two) square metres, property also known as 93 Sangiro Avenue, Elandspark, Johannesburg.

Comprising: Lounge, three bedrooms, kitchen, bathroom, separate toilet, bathroom and toilet and double carport.

A bond can be arranged for an approved purchaser.

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

Dated: 4 January 1995.

K. Dinner, for ABE Dinner & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18446/KD/PT.)

Case 6267/94

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

In the matter between **Germiston City Council**, Plaintiff, and **G. A. & L. G. du Toit**, Defendant

In pursuance of a judgment of the Magistrate's Court, at Germiston, and writ of execution dated 22 July 1994 the property listed herein will be sold in execution on Monday, 13 February 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Germiston South, to the highest bidder:

Erf 425, Delville Township, Registration Division IR, Transvaal, situated at 12 Louvains Street, Delville, Germiston, measuring 831 square metres.

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

Improvements: Bathroom, toilet, kitchen, three bedrooms, dining-room, lounge, garage, servant's room, sink roof and family room.

Terms: The purchase price shall be paid as to ten per centum (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 a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff, Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court, Germiston South.

Wright, Rose-Innes, Attorneys for Plaintiff, Allied Building, 170 Meyer Street, Germiston.

Case 7574/94

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

In the matter between **Germiston City Council**, Plaintiff, and **T. T. Mthembu**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 21 July 1994, the property listed herein will be sold in execution on Wednesday, 15 February 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, to the highest bidder:

Erf 213, Roodebult Township, Registration Division IR, Transvaal, situated at 16 Camelthorn Street, Roodebult, Alberton, measuring 890 square metres.

The judgment creditor described the improvements on the property as set out hereunder but no warranties are given in respect thereof:

Improvements: Dining-room, lounge, three bedrooms, kitchen, bathroom, toilet and two garages.

Terms: The purchase price shall be paid as to ten per centum (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 a bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff, Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court, Alberton, Johria Court, 5 Du Plessis Street, Florentia, Alberton.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston.

Case 7573/94

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

In the matter between **Germiston City Council**, Plaintiff, and **D. B. Tandy** Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 18 July 1994, the property listed herein will be sold in execution on Wednesday, 8 March 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, to the highest bidder:

Erf 1140, Roodekop Township, Registration Division IR, Transvaal; situated at 32 Agapanthus Road, Leondale, measuring 850 square metres.

The judgment creditor described the improvements on the property as set out hereunder but no warranties are given in respect thereof:

Dining-room, lounge, three bedrooms, kitchen, bathroom, toilet, garage, fence and one outside building.

Terms: The purchase price shall be paid as to ten per centum (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 a bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff, Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court, Alberton, Johria Court, 5 Du Plessis Street, Florentia, Alberton.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Tel. 825-8027.)

Saak 22290/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Goldie, James**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 21 November 1994, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Alberton, 7 Februarie 1995, om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusie-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, voor die verkoping ter insae sal lê:

Sekere: Erf 2496, Brackendowns-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 008 vierkante meter, gehou kragtens Akte van Transport T55641/93.

Beskrywing: 'n Woonhuis onder 'n teëldak bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer met stort, kombuis, opwaskamer, buite toilet en swembad. Geleë te Buffelspoortstraat 27, Brackendowns-uitbreiding 5, Alberton.

Terme: Tien persent (10%) van die koopprys en afslagsgelde (5% op die eerste R20 000 en daarna 3% met 'n maksimum van R6 000, plus BTW) in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 4de dag van Januarie 1995.

J. J. Scholtz, vir Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, Budgetgebou, hoek van Loveday- en Kerkstraat, Johannesburg. (Tel. 472-1318.) (Balju/Afslaer se Tel. 907-9498.) (Mnr. Scholtz/vb/CU0017.)

Saak 22154/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Bolotina, Harry Ephraim**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 21 November 1994, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Alberton, 7 Februarie 1995, om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusie-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, voor die verkoping ter insae sal lê:

Sekere: Erf 8236, Tokoza-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 317 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL1073/1987.

Beskrywing: 'n Woonhuis bestaande uit ingangsportaal, sitkamer, drie slaapkamers, badkamer, toilet en kombuis. Geleë te Perseel 8236, Tokoza.

Terme: Tien persent (10%) van die koopprys en afslagsgelde (5% op die eerste R20 000 en daarna 3% met 'n maksimum van R6 000, plus BTW) in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank of bougenootskap of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 4de dag van Januarie 1995.

J. J. Scholtz, vir Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, Budgetgebou, hoek van Loveday- en Kerkstraat, Johannesburg. (Tel. 472-1318.) (Balju/Afslaer se Tel. 907-9498.) (Mnr. Scholtz/vb/CA0015.)

Saak 3282/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Germa Beleggings**, handeldrywende as Ermelo Staalvensters, Eiser, en **J. J. Shabalala**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Ermelo, gedateer 12 April 1994 en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof, op 19 Oktober 1994, sal die ondervermelde vaste eiendom op 10 Februarie 1995 om 10:00, voor die Landdroskantoor te Ermelo, deur die Balju van die Landdroshof, Ermelo, verkoop word:

Erf 2326, Wesselson, groot 373 (drie sewe drie) vierkante meter, gehou kragtens Akte van Transport TL57127/1991.

Terme: 10% (tien persent) van die koopprys moet in kontant op die datum van die verkoping deur die koper betaal word en die balans van die koopsom binne 30 dae van datum van verkoping. Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal op die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Ermelo, en by die kantore van die Eiser se prokureurs.

Geteken te Ermelo hierdie 6de dag van Januarie 1995.

D. J. Marx, vir Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350.

Saak 2833/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), voorheen Allied Bouvereniging, Eiser, en **Nicolaas Johannes Heymans**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Ermelo, gedateer 15 September 1994, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof, op 15 September 1995, sal die ondervermelde vaste eiendom op Vrydag, 10 Februarie 1995 om 10:00, voor die Landdroskantoor Ermelo, deur die Balju van die Landdroshof, Ermelo, verkoop word aan die persoon wat die hoogste bod maak, nl.:

Resterende gedeelte van Erf 54, geleë in die dorp Chrissiesmeer, Registrasieafdeling IT, Transvaal, groot 2 090 (tweeduusend en negentig) vierkante meter, gehou kragtens Akte van Transport T57880/90.

Die eiendom is verbeter.

Woonhuis bestaan uit: Ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, badkamer, badkamer met stort en aparte toilet, kombuis en spens. **Buitegeboue bestaan uit:** Twee garages, bediendekamer, badkamer en stoorkamer.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof, Ermelo, uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Ermelo, lewer binne 14 (veertien) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belasting indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo hierdie 5de dag van Januarie 1995.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo. (Verw. mnr. Papenfus/dc/SPH008.)

Case 5409/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Bangeni Raymond Mavuka**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Pretoria North West, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 16 February 1995 at 10:00, of the undermentioned property of the defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pretoria North West, 202 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, and which will be read out prior to the sale:

Erf 7063, situated in the Township of Atteridgeville, Registration Division JR, Transvaal, measuring 305 (three hundred and five) square metres, held by virtue of Registered Grant of Leasehold T49319/93, known as 9 Mosetlhe Street, Atteridgeville, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/handbasin, toilet and carport.

Dated at Pretoria on this the 6th day of January 1995.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2465.)

Case 23443/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbekwa Lydia Ntozombi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 4 (now renumbered Erf 6899) Zola Extension 1 Township, Registration Division IQ, Transvaal, measuring 225 (two hundred and twenty-five) square metres, situated at Erf 4 (now renumbered Erf 6899) Zola Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, dining-room, kitchen, 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 against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on this the 28th day of 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. M16523/PC.)

Case 26542/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Lucas Johannes Welmans**, First Defendant, and
Johanna Christina Welmans, Second Defendant

A sale in execution will be held on 8 February 1995 at 10:00, at 142 Struben Street, Pretoria, of:

Section 2, as shown and more fully described on Sectional Plan SS89/88 in the building known as Erf 325, Erasmuskloof Extension 3, situated in the township of Erasmuskloof Extension 3, Local Authority Pretoria City Council, together with an undivided share in the common property in the land and buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Certificate of Registered Sectional Title ST89/88 (2) (Unit), known as Unit 2, 681 William Nicol Street, Erasmuskloof Extension 3.

The following improvements are reported to be on the property, but nothing is guaranteed: Duet unit, brick walls, tiled roof, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.s', entr/stoep, laundry, double garages and store-room, garden, drying area, parking and covered patio.

The conditions of sale may be inspected at the offices of the Sheriff, Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9998.)

Case 648/93

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

In the matter between **Town Council of Brakpan**, Plaintiff, and **Anzac Enterprises CC**, Defendant

In pursuance of a judgment in the Court of the Magistrate's of Brakpan and writ of execution dated 25 April 1994, the property listed hereunder will be sold in execution on 10 February 1995 at 11:00, at the premises of Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 251, Labore, Registration Division IR, Transvaal, held by Deed of Transfer T57321/1983, measuring 7 077 (seven thousand and seventy-seven) square metres, held by Deed of Transfer T57321/1983.

The property is defined as a Residential stand, situated at Erf 251, Labore, 2 Volt Street, Labore.

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

Main building: Kitchen, seven offices, three toilets, three rooms and two toilets, two workshops, three smaller work areas (Industrial), four dressing rooms, four toilets and two showers.

Outbuildings: Fence: Precast.

Building construction: Walls: Plastered bricks. Roof: IBR.

The material conditions of sale are:

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

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

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

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

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

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

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

Dated at Brakpan on this 3rd day of January 1995.

Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Road, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Janeke/AH/Erf 251 Labore.)

Saak 3077/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **C. V. N. Pretorius**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 10 Maart 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Strubenstraat 142, Pretoria, aan die hoogste bieder op 22 Februarie 1995 om 10:00:

Gedeelte 1 van Erf 212, geleë in die dorpsgebied Lyttelton Manor, Registrasieafdeling JR, Transvaal, groot 1 744 (eenduisend sewehonderd vier-en-veertig) vierkante meter, beter bekend as Hans Strydomlaan 142, Lyttelton Manor.

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: Vier slaapkamerwoonhuis met sitkamer, kombuis, twee en 'n halwe badkamers, opwaseenheid, Tv-kamer, kroeg, trappe en enkelgarage.

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

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria-Suid.

Geteken te Pretoria op hierdie 11de dag van Januarie 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48010.)

Case 04852/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mhlathi Vuyokaz Mirriam Gloria**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2364, Zola Township, Registration Division IQ, Transvaal, measuring 455 (four hundred and fifty-four) square metres, situated at Erf 2386, Zola 2 Township.

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

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

The property is zoned Residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 22nd 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. M20247/PC.)

Case 12169/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbaliso Carolina Manto**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 856, Zondi Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 856, Zondi Township.

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

Dwelling consisting of two bedrooms, dining-room and kitchen. Outbuildings: Two single garages.

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 29th 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. M20854/PC.)

Case 28119/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mayisela Nozizwe Olgah**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 238, Jabavu Central Western Extension 1 Township, Registration IQ, Transvaal, measuring 284 (two hundred and eighty-four) square metres, situated at Erf 238, Jabavu Central Western Extension 1 Township.

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

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

The property is zoned Residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 22nd 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. M28920/PC.)

Case 28120/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Masuluke Simon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1398, Chiawelo Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 1398, Chiawelo Township.

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

Erf 1398 Chiawelo Township, Registration Division IQ, Transvaal.

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 22nd 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. M28919/PC.)

Case 28122/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hlongwe Vangile Ethel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 303, Senoane Township, Registration Division IQ, Transvaal, measuring 265 (two hundred and sixty-five) square metres, situated at Erf 303, Senoane Township.

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

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

The property is zoned Residential.

Terms: 10% (ten per 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 30th 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. H28933/PC.)

Case 24598/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hejane Mhleli Editor**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3278, Zola Township, Registration Division IQ, Transvaal, measuring 294 (two hundred and ninety-four) square metres, situated at Erf 3278, Zola Township.

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

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

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 4th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. H28726/PC.)

Case 27286/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dikiza Issa Nomasonto**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1316, Zondi Township, Registration Division IQ, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, situated at Erf 1316, Zondi Township.

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

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 4th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D28862/PC.)

Case 28605/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Banda Themba Trevor**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3544, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal, measuring 252 (two hundred and fifty-two) square metres, situated at Erf 3544, Protea Glen Extension 2 Township.

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

Dwelling under tiled roof, two bedrooms, 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 29th 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. B28932/PC.)

Case 14382/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nala Banoyi Alfred**, Defendant

In execution of 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, in front of the Magistrate's Court, Pollock Street, Randfontein, on 10 February 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Pollock Street, Randfontein, prior to the sale:

Erf 876, Mohlakeng Township, Registration Division IQ, Transvaal, measuring 380 (three hundred and eighty) square metres, situated at 876 Moholo Street, Mohlakeng Township.

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

Dwelling under asbestos roof, lounge and bedroom.

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 27th 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. N27548/PC.)

Case 25985/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matsitse, Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in the front of the Magistrate's Court, Pollock Street, Randfontein, on 10 February 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Pollock Street, Randfontein, prior to the sale:

Erf 3551, Mohlakeng Township, Registration Division IQ, Transvaal, measuring 236 (two hundred and thirty-six) square metres, situated at Erf 3551, Mohlakeng Township.

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

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

The property is zoned Residential.

Terms: 10% (ten per 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 6th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M28709/PC.)

Case 6556/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pillay, Dhanapalan**, First Defendant, and **Pillay, Invernessa**, 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 Sheriff's Office, 50 Edwards Avenue, Westonaria, on 10 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 50 Edward Avenue, Westonaria, prior to the sale:

Erf 1970, Lenasia South Township, Registration Division IQ, Transvaal, measuring 600 (six hundred) square metres, situated at 1970 Cosmos Street, Lenasia South Township.

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

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

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 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. P14169/PC.)

Case 28121/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mlangeni, Nana Berta**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3024, Emdeni Extension 1 Township, Registration Division IQ, Transvaal, measuring 254 (two hundred and fifty-four) square metres, situated at Erf 3024, Emdeni Extension 1 Township.

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

Dwelling under asbestos roof, two bedrooms, dining-room and kitchen. Outbuildings: Garage and carport.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 28th day of 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. M28922/PC.)

Case 26853/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molisaesi, Molupe Jacob**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3435 (now renumbered 5827) Naledi Extension 1 Township, Registration Division IQ, Transvaal, measuring 294 (two hundred and ninety-four) square metres, situated at Erf 3435 (now renumbered 5827) Naledi Extension 1 Township.

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

Dwelling under iron roof, two bedrooms, lounge, dining-room, kitchen and bathroom. Outbuildings: Toilet and garage.

The property is zoned Residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 22nd 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. M28849/PC.)

Case 24873/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mongale, Mokoni Kenneth**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2956 (now renumbered 5348), Naledi Extension 1 Township, Registration Division IQ, Transvaal, measuring 263 (two hundred and sixty-three) square metres, situated at Erf 2956 (now renumbered 5348), Naledi Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, lounge, dining-room, kitchen and bathroom.

Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 21st 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. M28749/PC.)

Case 11379/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Msibi, Mikayeli Meshack**, First Defendant, and **Msibi, Nkele Ephenia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 12046, Orlando West Township, Registration Division IQ, Transvaal, measuring 247 (two hundred and forty-seven) square metres, situated at Erf 9303A, Orlando West Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, kitchen and dining-room.

Outbuilding: Store-room and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 29th 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. M20879/PC.)

Case 28125/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phillips, Louis Vincent**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 311, Riverlea Township, Registration Division IQ, Transvaal, measuring 263 (two hundred and sixty-three) square metres, situated at 93 Colorado Drive, Riverlea Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, lounge, 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 30th 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. P14084/PC.)

Case 25986/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phalatsi, Jacob**, First Defendant, and **Phalatsi, Mapoea Aletta**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2514, Phiri Township, Registration Division IQ, Transvaal, measuring 153 (one hundred and fifty-three) square metres, situated at Erf 2514, Phiri Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, lounge, dining-room, kitchen and bathroom.

Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 21st 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. P28746/PC.)

Case 26854/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Oliphant Boy Selby**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2570, Pimville Zone 2 Township, Registration Division IQ, Transvaal, measuring 399 (three hundred and ninety-nine) square metres, situated at Erf 2570, Pimville Zone 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, dining-room, kitchen. Outbuilding: garage, 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 the 29th day of December 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. O28850/PC.)

Case 14557/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntutu Fakazile Josinah**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 175, Diepkloof Extension Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, situated at Erf 175, Diepkloof Extension Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, dining-room, lounge, kitchen, three bedrooms, two bathrooms. Outbuilding: Garage.

The property is zoned residential.

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

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 22nd day of December 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N21159/PC.)

Case 10151/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lee, Eddie**, First Defendant, and **Lee, Catherine Martha**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street Johannesburg, on 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 the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 352, Eldorado park Township, Registration Division IQ, Transvaal, measuring 317 (three hundred and seventeen) square metres, situated at 33 Jaspis Street, Eldorado Park Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, dining-room, kitchen, bedroom.

The property is zoned residential.

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

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

Signed at Johannesburg on the 27th day of December 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. L14465/PC.)

Case 4866/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tshabalala, Simon**, First Defendant, and **Tshabalala, Mampiti Amelia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street Johannesburg, on 9 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1690, Molapo Township, Registration Division IQ, Transvaal, measuring 251 (two hundred and fifty-one) square metres, situated at Erf 1690 Molapo Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, bathroom, kitchen, lounge, dining-room. Outbuilding: Two garages.

The property is zoned residential.

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

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

Signed at Johannesburg on the 28th day of December 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T20253/PC.)

Case 28844/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tau Dunko Prince**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, on the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T. F. C. House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 17895, Diepkloof Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 17135, Zone 4, Diepkloof Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, dining-room, kitchen and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 22nd 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. T29029/PC.)

Case 27153/94

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, on the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T. F. C. House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3221, Emdeni Extension 1 Township, Registration Division IQ, Transvaal, measuring 262 (two hundred and sixty-two) square metres, situated at Erf 3221, Emdeni Extension 1, Township.

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

Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 22nd day of 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. S21725/PC.)

Case 25164/94

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 9 February 1995 at 10:00, on the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T. F. C. House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1626, Naledi Township, Registration Division IQ, Transvaal, measuring 226 (two hundred and twenty-six) square metres, situated at Erf 1626B, Shuti Street, Naledi Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, dining-room and kitchen.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 22nd day of 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. R28664/PC.)

Case 24499/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkoane Lebona Elliot**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 8 February 1995 at 10:00, on the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Street, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 13935, Kagiso Extension 10 Township, Registration Division IQ, Transvaal, measuring 143 (one hundred and forty-three) square metres, situated at Erf 13935, Kagiso Extension 10 Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 4th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N28613/PC.)

Case 4817/90

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mathabe Mathabe Abinaar**, First Defendant and **Mathabe Bathabile 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 Magistrates' Courts Offices, Mbibane Court, Mbibane, on 8 February 1995 at 11:00, on the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the Magistrate's Offices, Mbibane Court, Mbibane, prior to the sale:

Unit 1666, situated in the Vaalbank Township, District of Mdotjiana, measuring 682 (six hundred and eighty-two) square metres, situated at Unit 1666, situated in the Vaalbank Township, District of Mdotjiana.

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, laundry, three bedrooms, bathroom and toilet.

Outbuilding: Single garage, servant's room and toilet.

The property is zoned.

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 15th 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. M18430/SC.)

Case 23451/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Shibori Mashoshota Haham**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 22 November 1994, will be sold in execution on Thursday, 9 February 1995 at 10:00, in front of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 4278, Pimville Zone 4 Township, Registration Division IQ, Transvaal, in extent 373 (three hundred and seventy-three) square metres, situated at 4278 Pimville Zone 4, Soweto, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-storey dwelling, detached. Walls: Gem brick. Roof: Tiles. Floor: Tiles. Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: Store.

Boundary: None.

Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 12th day of December 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Docex:DX.571.) (Ref. Mr Steyn/1191.)

Case 25129/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Van Zyl, Johan**, First Defendant, and **Van Zyl, Cornelia Charlotte**, Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 23 November 1994, will be sold in execution on Thursday, 9 February 1995 at 10:00, in front of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 69, Roseacre Township, Registration Division IQ, Transvaal, in extent 609 (six hundred and nine) square metres, situated at 16 Gard Street, Roseacre, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-storey dwelling, detached. Walls: Brick. Roof: Corrugated iron. Floor: Fitted carpets and tiles. Rooms: Lounge, dining-room, kitchen, four bedrooms, bathroom, shower and toilet.

Outbuildings: Two garages, servant's, toilet and laundry.

Boundary: Brick walls and concrete walls.

Improvements: None.

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

Dated at Johannesburg on the 12th day of December 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Docex:DX.571.) (Ref. Mr Steyn/1192.)

Case 2131/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Mohlala Ennebotse Abram**, Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division, and writ of execution the property listed hereunder which was attached on 19 April 1994, will be sold in execution on Thursday, 9 February 1995 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park, to the highest bidder:

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

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-storey dwelling, detached. Walls: Brick, plaster and painted. Roof: Concrete tiles. Floor: Fitted carpets and tiles. Rooms: Dining-room, kitchen, three bedrooms, bathroom, toilet and living room.

Outbuildings: Garage.

Boundary: Fenced.

Improvements: Fencing, gates and stone-paved stoep.

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

Dated at Johannesburg on the 13th day of December 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4; 336-3921/2/3.) (Docex:DX.571.) (Ref. Mr Steyn/870.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Malope Sydney**, First Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division, and writ of execution the property listed hereunder which was attached on 30 June 1994, will be sold in execution on Thursday, 9 February 1995 at 10:00, at the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 4835, Eldoradopark Extension 4 Township, Registration Division IQ, Transvaal, in extent 381 (three hundred and eighty-one) square metres, situated at 30 Willowmore Street, Eldoradopark Extension 4, Johannesburg.

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

Outbuildings: Carport and store.

Boundary: Concrete walls.

Improvements: None.

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

Dated at Johannesburg on the 14th day of December 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4; 29-3921/2/3.) (Docex:DX.571.) (Ref. Mr Steyn/1004.)

Case 127636/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jan Marthinus Sebastian Cloete and Elizabeth Cloete**, Defendants

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 13 April 1994, will be sold in execution on Friday, 10 February 1995 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street-entrance, Johannesburg, to the highest bidder.

Erf 118, Ridgeway Township, Registration Division IR, Transvaal, in extent 877 (eight hundred and seventy-seven) square metres, situated at 23 Bangor Street, Ridgeway, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-storey dwelling, detached. Walls: Brick and plaster. Roof: Corrugated iron and tiles. Floors: Fitted carpets and tiles. Rooms: Lounge, dining-room, study, kitchen, four bedrooms, two bathrooms, shower and three toilets.

Outbuildings: Two garages.

Boundary: Concrete walls.

Improvements: None.

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

Dated at Johannesburg on the 10th day of January 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913.) (Ref. Mr Steyn/334.)

Case 13590/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Leepile Thabo George**, Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division, and writ of execution the property listed hereunder which was attached on 24 August 1994, will be sold in execution on Thursday, 9 February 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 394, Molapo Township, Registration Division IQ, Transvaal, in extent 330 (three hundred and thirty) square metres situated at 394 Molapo, Soweto, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-store dwelling, detached. Walls: Facebrick, plaster and paint. Roof: Corrugated iron, pitched. Floor: Fitted carpets and tiles. Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: Garage, store and toilet.

Boundary: Brick walls.

Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 10th day of January 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4; 336-3921/2/3.) (Docex:DX.571.) (Ref. Mr Steyn/1093.)

Case 3823/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Lucky Samuel Mabunda**, Defendant

Kindly take notice that pursuant to a judgment granted on 16 June 1994 and a warrant of execution dated 22 June 1994, the following property will be sold in execution on 17 February 1995 at 11:15, at the offices of the Magistrate's Court, Sheriff, 182 Leeuwpoot Street, Boksburg:

Erf 802, Dawn Park Extension 2 Township, Registration Division IR, Transvaal, measuring 862 (eight hundred and sixty-two) square metres.

Improvements: Single storey, brick under tile, carpets, lounge, dining-room, kitchen, two bedrooms, bath/w.c., carport, brick and concrete walls and brick drive, known as 5 Marlene Street, Boksburg.

Terms and Condition:

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 by bank or building society guarantee.

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

Dated at Benoni on this the 21st day of December 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Buildieng, 54 Woburn Avenue, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1261.)

NOTICE OF SALES IN EXECUTION (ALBERTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the office of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 8 February 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor. The hereinafter mentioned properties/ rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case 4647/89.

Judgment Debtors: **Isaac Tlenke Khabanyane** and **Alice Khabanyane**.

Property: Right of leasehold over Erf 8750, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8750, Tokoza.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MK0019.

Case 9969/92.

Judgment Debtor: **Victor Masuku**.

Property: Erf 1878 (formerly 794), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 1878 (formerly 794), Likole Extension 1, Kattlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising two rooms other than kitchen and one and a half bathroom.

Reference: MM0331.

Case 7981/94.

Judgment Debtor: **Percy Mazibuko**.

Property: Erf 2749, Moleleki Extension 3 Township, Registration Division IR, Transvaal, situated at Erf 2749, Moleleki Extension 3, Kattlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0724.

Case 9889/92.

Judgment Debtor: **Tseko Ephraim Mokebe.**

Property: Right of leasehold over Erf 244, Mavimbela Township, Registration Division IR, Transvaal, situated at Erf 244, Mavimbela, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising servants' quarters and toilet.

Reference: MM0332.

Case 3022/94.

Judgment Debtor: **Puseletso Irene Moshoadiba.**

Property: Right of leasehold over Erf 8562, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8562, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MM0566.

Case 9092/93.

Judgment Debtor: **Gugu Genievive Mseleko.**

Property: Right of leasehold over Erf 315, Mokoena Township, Registration Division IR, Transvaal, situated at Erf 315, Mokoena, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage and toilet.

Reference: MM0461.

Case 7461/94.

Judgment Debtors: **Johan Ngobeni, and Beauty Lindakazi Ngobeni.**

Property: Erf 2715 (formerly 489), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2715 (formerly 489), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MN0214.

Case 7090/94.

Judgment Debtors: **Litaba Petrus Sithole, and Raginah Kelennetse Sithole.**

Property: Erf 1620, Moleleki Extension 3 Township, Registration Division IR, Transvaal, situated at Erf 1620, Moleleki Extension 3, Katlehong.

Improvements: Semi-detached single storey brick built residence under tiled roof, comprising five rooms other than kitchen and bathroom.

Reference: MS0116.

Case 7982/94.

Judgment Debtors: **Orsmond Yuyani, and Thandiwe Anna Yuyani.**

Property: Right of leasehold over Erf 2990, Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2990, Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising four rooms other than kitchen and bathroom.

Reference: MY0004.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [For further details contact Miss Kent, Tel. (011) 825-1015.]

Case 31717/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thomas: Aubrey**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South (Lenasia North), at 131 Marshall Street, Johannesburg, on Thursday, 9 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: Erf 1588, Klipspruit West Extension 1 Township, Registration Division IQ, Transvaal, situated at 45 St Antonio Street, Klipspruit West Extension 1, area 375 (three hundred and seventy-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge/dining-room, under iron roof and property enclosed.

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

Dated at Johannesburg on this the 4th day of January 1995.

Maisels Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ66E/mgh/tf.)

Case 30550/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Whye: Leonard**, 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, 9 February 1995 at 10:00, of the undermentioned property of the Defendant on condition 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 976, Eldoradopark Township, Registration Division IQ, Transvaal, situated at 62 Nickel Crescent, Eldoradopark, area 278 (two hundred and seventy-eight) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, lounge, under asbestos roof and property enclosed.

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

Dated at Johannesburg on this the 23rd day of December 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ135E/mgh/tf.)

Case 30/44/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Lingen: Carin Wayne**, 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, 9 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: Erf 284, Rewlatch Extension 4 Township, Registration Division IR, Transvaal, situated at 21 Carol Street, Rewlatch, area 967 (nine hundred and sixty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, family room, two garages/store-rooms, under iron roof, two 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 cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000, and a minimum of R200.

Dated at Johannesburg on this the 23rd day of December 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ115E/mgh/tf.)

Case 25087/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sibande: Shongishilo Esther**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 9 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 723, Senaoane Township, Registration Division IQ, Transvaal, situated at Lot 723, Senaoane, area 253 (two hundred and fifty-three) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, dining-room, kitchen, three garages and under iron roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable 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 charge 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. OZ125E/mgh/tf.)

Case 28894/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bester Elaine**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 9 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 Portion 1, of Erf 161, Crown Gardens Township, Registration Division IR, Transvaal, situation at 46 Limerick Road, Crown Gardens, area 427 (four hundred and twenty-seven) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under iron roof and property enclosed.

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

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

Dated at Johannesburg on this the 5th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NV188E/mgh/tf.)

Case 18481/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zogby Jason Martin**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday, 10 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:

1. A unit consisting of:

(a) Section 15, as shown and more fully described on Sectional Plan SS729/93 in the scheme known as Brookwood, in respect of the land and building or buildings situated at New Brighton Township, in the area of the Sandton Local Authority of which the floor area according to the said sectional plan is 76 (seventy six) square metres in extent; and

(b) An undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situation Unit 15A, Brookwood, Charles Road, New Brighton.

Improvements (not guaranteed): Two bedrooms, two bathrooms, kitchen, lounge/dining-room, carport, under tiled roof, property enclosed.

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

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

Dated at Johannesburg on this the 6th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Dirton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. SN71E/mgh/tf.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stand 361 Morningside Manor CC**, First Defendant,
Tofile, Zuko, Second Defendant, and **Tofile, Dorcus Selore**, Third Defendant

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

Erf 361, Morningside Manor Extension 1 Township, Registration Division IR, Transvaal, in extent 1 983 square metres, held by virtue of Deed of Transfer T46476/90.

The following particulars are furnished *re* the improvements, none of which is guaranteed: Single-storey dwelling with tile roof, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage, swimming-pool and servants' quarters.

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

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

Dated at Johannesburg on this the 10th day of January 1995.

L. Smith, vir Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 880-6695.) (Ref. S. Yin/18087.)

Saak 934/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **J. F. Nkoana**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 10 Februarie 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word.

Die reg, title en belang van Erf 1177, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag T34820/92, grootte 563 (vyfhonderd drie-en-sestig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord op hierdie 9de dag van Januarie 1995.

C. J. Van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Mnr. Van Wyk / B49/283/EJ.)

Case 10443/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Koch, Daniel Paulus**, First Defendant, and
Sabelco Investments CC, Second Defendant

In pursuance of a judgment in the above Honourable Court against the above-mentioned Defendants and a warrant of execution issued on 1 June 1994, a sale without reserve of the following property will be held at the offices of the Sheriff, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 7 February 1995 at 10:00, viz:

Description: Erf 542, Alrode South Extension 11, Registration Division IR, Transvaal, measuring 2 017 (two thousand and seventeen) square metres, held by Deed of Transfer T4542/1984.

Improvements (nothing in this respect is guaranteed):

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

Auctioneer's charges on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 2,5% (two comma five per centum) up to a maximum fee of R5 000 (five thousand rand), minimum charges R20 (twenty rand).

The conditions of sale may be inspected during office hours at the office of the Sheriff, Alberton at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Dated at Johannesburg on the 12th day of January 1995.

Bell Dewar & Hall, Plaintiff's Attorneys, 20th Floor, 78 Fox Street, Johannesburg. (Tel. 838-8830.) (Ref. Mr Leontsinis/mdf/37240.)

Case 18362/92

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Hendrik Jacobus Venter**, 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 8 February 1995 at 10:00, at 142 Struben Street, Pretoria:

Erf 200, situated in the Township of The Reeds, Registration Division JR, Transvaal, measuring 1 051 square metres, held by the Defendant under Deed of Transfer T11153/91, situated at 38 Laddier Street, The Reeds.

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

Dwelling-house consisting of three bedrooms, bathroom with shower, toilet and hand basin, bathroom with toilet and hand basin, lounge, dining-room, study, kitchen and workroom. Outbuildings consisting of two garages, toilet with shower and hand basin. Brick fencing, brick paving, patio, borehole and swimming-pool.

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 this office or at the office of the Sheriff, Supreme Court Pretoria South.

D. J. Fourie, for MacRobert de Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R338690/rc.)

Case 24628/94
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ndaba: Nick Anthony**, Defendant

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

Erf 6574 (formerly Erf 109), in the township of Emdeni Extension 2, Registration Division IQ, Transvaal, in extent 274 (two hundred and seventy-four) square metres, situated at 6574 (formerly 109), Emdeni Extension 2, Soweto.

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 18 degree pitched tiled roof.

Floors: Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c.

Outbuildings: Boundary fencing.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 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 10th 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/MN6485.)

Saak 17825/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Kleinsake Ontwikkelingskorporasie**, Eiser, en **Jacob Selepe Kurutle Thekiso**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 17 Februarie 1995 om 11:00, by Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), deur die Balju van Wonderboom per openbare veiling verkoop sal word:

Die voormelde onroerende goed is Erf 625, Blok HH, Soshanguve-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 352 (driehonderd twee-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Huurpag TL2336/91.

Verbeterings: 'n Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

Terme: Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprys, in kontant op die dag van die verkoping, 17de dag van Februarie 1995, te betaal. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs verstrek moet word binne 14 (veertien) dae na die verkoping wat nagegaan kan word by die kantore van die Balju te Wonderboom, gedurende kantoorure.

Voorwaardes: Die bovermelde eiendom sal verkoop word aan die hoogste bieder en onderhewig aan die voorwaardes vermeld in die Akte van Transport.

Die voorwaardes van verkoping sal uitgelees word deur die Afslaerwaardes van verkoping sal uitgelees word deur die Afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word te die kantore van die Balju.

Ross & Jacobsz, Prokureurs vir Eiser, Tweede Verdieping, R & J Gebou, Kerkstraat 421, Arcadia, 0083. (Verw. S. D. Jacobs.)

Case 69116/91

PH 157

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

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

In pursu Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg and writ of execution the property listed hereunder which was attached on 25 October 1994, will be sold in execution on Friday, 10 February 1995 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 201 (now known as Erf 6693), Emdeni Extension 2 Township, Registration Division IQ, Transvaal, in extent 297 (two hundred and ninety-seven) square metres, situated at 201 (now known as 6693), Emdeni Extension 2, Soweto.

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

Residence: Single storey, built of bricks and painted plaster under 18 degree pitched tiled roof.

Floors: Granolite Floors, 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 centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg-West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6058.)

Case 17926/94

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 **Mokubung, Makhukoane William**, First Execution Debtor, and **Mokubung, Maria Zephi**, 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 Northview, Unit 2, 45 Richard Drive, Halfway House, on 8 February 1995 at 14:30, of the undermentioned property of the Defendants 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 251, situated in the Township of Alexandra East Bank, Registration Division IR, Transvaal, being 251 Lion Crescent, Alexandra East Bank.

Measuring: 212 (two hundred and twelve) square metres.

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

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

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

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

Dated at Johannesburg on this 9th day of January 1995.

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/avb/M885.)

Case 14405/93
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 **Buthlezi, Mandla Johannes**, 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 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 the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 9636, situated in the Township of Pimville Zone 6, Registration Division IQ, Transvaal, being 9636, Pimville Zone 6, Johannesburg.

Measuring: 267 (two 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 tiled roof, comprising kitchen, lounge/dining-room, entrance hall, separate toilet, two bedrooms, bathroom with outbuildings with similar construction comprising of garage.

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

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

Dated at Johannesburg on this 9th day of January 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.258.)

Case 14098/93
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 **Johnson, John**, First Execution Debtor, and **Johnson, Coleen Caroline**, Second 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 Defendants 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: Portion 9 of Erf 6630, situated in the Township of Ennerdale Extension 2, Registration Division IQ, Transvaal, being 9 Heather Street, Ennerdale Extension 2.

Measuring: 614 (six hundred and fourteen) 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 and bathroom.

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

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

Dated at Johannesburg on this 9th day of January 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/J.95.)

Case 27524/94
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 **Cornelius, Anette Louise**,
First Execution Debtor, and **Cornelius, Trevor Alfred**, 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 131 Marshall Street, Johannesburg, on 9 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: Erf 415, situated in the Township of Kibler Park, Registration Division IQ, Transvaal, being 3 Sunningdale Road, Kibler Park, Johannesburg.

Measuring: 1 131 (one thousand one hundred and thirty-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, laundry, separate shower, three bedrooms, two bathrooms with outbuildings with similar construction comprising of garage, carport, servant's room, toilet and shower.

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

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

Dated at Johannesburg on this 9th day of January 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.234.)

Case 22197/94
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 **Seva Investments CC** (CK 92/26625/23),
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, Germiston North, on 16 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, Germiston North, fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain: (1) (a) Section 80, as shown and more fully described on Sectional Plan SS183/1991, in the scheme known as Agulhas, in respect of the land and building or buildings situated at Bedford Gardens Township, Bedfordview Local Authority of which the floor area, according to the said sectional plan, is 121 (one hundred and twenty-one) square metres in extent;

(b) and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; held under Deed of Transfer ST7473/94.

2. An exclusive use area described as Parking Bay P41, measuring 26 (twenty-six) square metres being as such part of the common property, comprising the land and the scheme known as Agulhas in respect of the land and building or buildings situated at Bedford Gardens Township, Bedfordview Local Authority, as shown and more fully described on Sectional Plan SS183/1991 held under Notarial Deed of Cession SK 448/94.

3. An exclusive use area described as Parking Bay P42, measuring 24 (twenty-four) square metres being as such part of the common property, comprising the land and the scheme known as Agulhas in respect of the land and building or buildings, situated at Bedford Gardens Township, Bedfordview Local Authority, as shown and more fully described on Sectional Plan SS183/1991, held under Notarial Deed of Cession SK448/94; situated in the Township of Bedford Gardens, Registration Division, Transvaal; being Flat 1008 Agulhas, 16 Kirby Street, Bedford Gardens.

Measuring: 121 (one hundred and twenty-one), 26 (twenty-six) and 24 (twenty-four) square metres.

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

A simplex brick built residence with concrete roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms and two toilets. The common property consists of two parking bays.

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

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

Dated at Johannesburg on this 9th day of January 1995.

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/S593.)

NOTICE OF SALE IN EXECUTION – IMMOVABLE PROPERTY

A sale in execution of the undermentioned properties is to be held at the main entrance, 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, at 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 improvements.

1. **Case 23473/94** (File Ref. Mr Du Plooy/GT 2077).

Execution Debtors: **Mohlophi Samuel Mthembu and Nomahobe Violet Mthembu.**

Property: All right, title and interest in the leasehold in respect of Stand 1423, Lakeside Township, Registration Division IQ, Transvaal.

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

2. **Case 24374/94** (File Ref. Mr Du Plooy/GT 2127).

Execution Debtors: **Mahasele Johannes Ramafikeng and Moliehi Rosina Ramafikeng.**

Property: All right, title and interest in the leasehold in respect of: Stand 4459, Sebonkeng, Unit 12 Township.

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

3. **Case 24373/94** (File Ref. Mr Du Plooy/GT 2126).

Execution Debtors: **Sandapi Willie Nxanko and Maggie Reginah Nxanko.**

Property: All right, title and interest in the leasehold in respect of: Stand 18714, Sebonkeng, Unit 14 Township, Registration Division IQ, Transvaal.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

Case 11854/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vens Petrus Mathibela**, First Defendant, and **Ivy Emmah Mathibela**, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 24 February 1995 at 10:00:

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

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

Property: Erf 5753, Township of Mhluzi Extension 3, Registration Division JS, Transvaal.

Improvements: Single-storey: Two Bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1695.)

Saak 928/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **M. H. Phatsoane**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 10 Februarie 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1021 Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve gehou kragtens Akte van Transport van Huurpag 1073/89, grootte 300 (drie honderd) vierkante meter, verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie).

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 9de dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HRS-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. van Wyk/B49/292/EJ.)

Saak 929/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **T. J. Thendane**, Eerste Verweerder, en **M. M. Thendane**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 10 Februarie 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1164 Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1514/89, grootte 375 (driehonderd vyf-en-sewentig) vierkante meter, verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie).

Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit: Sitkamer, TV-kamer, eetkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 9de dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HRS-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. van Wyk/B49/286/EJ.)

Saak 60786/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **Boya Medimetja Aaron**, Identiteitsnommer 5702105837088, Eerste Verweerder, en **Boya Catherine Kelfilwe**, Identiteitsnommer 6202021036088, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju Oos te Strubenstraat 142, Pretoria, op 8 Februarie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju Oos te Strubenstraat 142, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Deel 44 soos aangetoon en volledig beskryf op Deelplan SS734/92 in die skema bekend as Barcelona ten opsigte van die grond, en gebou of geboue geleë te Moreletapark-uitbreiding 2-dorpsgebied, Pretoria Stadsraad, van welke deel die vloeroppervlakte volgens die genoemde deelplan 124 (eenhonderd vier-en-twintig) vierkante meter groot is, en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan 'n genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken is, gehou kragtens Akte van Transport ST75310/93.

Hierdie eiendom is geleë te Woonstel 44, Barcelona, hoek van Conan- en Rubensteinstraat, Moreleta Park-uitbreiding 2, Pretoria.

Die volgende verbeterings is op die eiendom aangebring:

Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, vloer het matte en va teëls, plafon is gepleister, mure baksteen en dakteëls. Buitegeboue: Enkelmotorhuis.

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 11de dag van Januarie 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1626.)

Saak 11599/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Daniel Frederik Hermanus Weideman**, Eerste Verweerder, en **Aletta Magritha Weideman**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 15 November 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eerste en Tweede Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 9 Februarie 1995 om 10:00:

Erf 1667, geleë in die dorpsgebied van Danville-uitbreiding 1, Registrasieafdeling JR, Transvaal, grootte 712 vierkante meter, gehou kragtens Akte van Transport T33458/93, die eiendom is ook bekend as Van der Bergstraat 179, Danville.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Siersteen en pleister woning onder 'n hoë sinkdak bestaande uit familiekamer, eetkamer, kombuis, drie slaapkamers, badkamer, stort, toilet, twee motorhuise sonder deure, motorafdak, bediendekwartiere en stoorkamer. Die eiendom is gesoneer vir woon-doeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 12de dag van Januarie 1995.

D. Pieterse, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. D. Pieterse/F.11231.)

Saak 76300/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Chamberlain Alan**, Identiteitsnommer 3504075114106, Eerste Verweerder, en **Chamberlain Sarah Doreen**, Identiteitsnommer 3906230116100, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju-Oos te Strubenstraat 142, Pretoria, op 8 Februarie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju-Oos te Strubenstraat 142, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 553, in die dorpsgebied Waterkloof Glen-uitbreiding 3, Registrasieafdeling JR, Transvaal, groot 1 405 (eenduisend vierhonderd en vyf) vierkante meter, gehou kragtens Akte van Transport T29283/1986.

Hierdie eiendom is geleë te Anton van Wouwstraat 430, Waterkloof Glen, Pretoria.

Die volgende verbeterings is op die eiendom aangebring:

Ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, studeerkamer en waskamer. Konstruksie: Mure—baksteen, plafon—Herculite en pine, vloer—CER teëls, slasto en matte en dak—teëls. Buitegeboue: Store, twee motorhuise en toilet.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

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

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 9de dag van Januarie 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1737.)

Case 24030/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Diederik Scheepers**, First Defendant, and **Sharon Agnes Scheepers**, Second Defendant

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

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Auxilium Building, 4A Eksteen Street, Middelburg, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Portion 16 of Erf 4002, Middelburg Extension 12, Township, Registration Division JS, Transvaal, measuring 512 square metres, held by virtue of Deed of Transfer T23210/94, also known as 17 Kwarts Street, Middelburg.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2110.)

Case 56058/94

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

In the matter between **ABSA Bank Limited** (Volkskas Division), Plaintiff, and **Hendrik Johannes Nel**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 8 February 1995 at 10:00, of:

Erf 715, situated in the Township of Clubview Extension 26, Registration Division JR, Transvaal, measuring 3 867 square metres, known as 5 Jean Avenue, Clubview Extension 26.

Particulars are not guaranteed: Dwelling with entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, study, scullery, double garage, staff room and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-419209/JAA/J. S. Herbst.)

Case 76798/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Adrianus Roeland Janse van Rensburg**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 8 February 1995 at 10:00, of:

Section 13, as shown on Sectional Plan SS253/86, in the building Loucharl, situated at Erf 5, Verwoerdburgstad Township, Local Authority, City Council of Verwoerdburg, measuring 64 square metres; and

an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST253/86(13)(Unit).

Known as Flat 11, Loucharl, 13 Rantkant Crescent, Verwoerdburg City.

Particulars are not guaranteed: One-bedroomed flat with lounge, dining-room, kitchen, bathroom and carport.

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

J. A. Alheit, for MacRobert De Villiers Lunnon and Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-424853/JAA/J. S. Herbst.)

Case 53182/90

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

In the matter between **United Building Society Limited**, Plaintiff, and **Solomon Peter Tshikare Le Role Mabe**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 9 February 1995 at 10:00, of:

All right, title and interest in the leasehold in respect of Erf 4130, in the Township Atteridgeville, Registration Division JR, Transvaal, measuring 532 square metres, known as 2 Nyusela Street, Atteridgeville.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, four bedrooms, bathroom, carport, security gates, servant's room and toilet.

Inspect conditions as Sheriff, Pretoria North West, Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-414114(265596)/JAA/J. S. Herbst.)

Case 40773/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Gerhard van Rooyen**, Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 9 February 1995 at 10:00:

Remaining portion of Erf 1577, situated in the Township Capital Park, Registration Division JR, Transvaal, measuring 1 320 square metres, known as 227 Malherbe Street, Capital Park.

Particulars are not guaranteed: Dwelling: Lounge, family room, dining-room, kitchen, five bedrooms, bathroom, toilet and shower. Two staffrooms, stores, garage, bathroom and toilet.

Inspect conditions at Sheriff Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-409881/JAA/M. Oliphant.)

Case 21011/89

PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Ferneyhough, Eira Emily Cora**, First Defendant, and **Ferneyhough, Colin William**, 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 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 7 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 at the offices of the Sheriff, for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, prior to the sale:

Erf 164, Sharonlea Extension 6 Township, Registration Division IQ, Transvaal, being 4 Sun Place, Sharonlea Extension 6, measuring 1 000 square metres.

Use Zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, three bedrooms, two bathrooms, kitchen, sewing room.

Outbuildings: Two garages, servants' quarters, toilet and swimming-pool.

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

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

Dated at Johannesburg on this the 9th day of January 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 079106.)

Case 27135/94

IN THE MAGISTRATE'S COURT OF PRETORIA HELD AT PRETORIA

In the matter between **ABSA Bank Limited**, Plaintiff, and **Andries Johannes Grundling**, First Defendant, and **Magdalena Elizabeth Grundling**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 9 February 1995 at 10:00:

Remaining portion of Erf 375, situated in the Township Pretoria Gardens, Registration Division JR, Transvaal, measuring 991 square metres, known as 505 Schürmans Avenue, Pretoria Gardens.

Particulars are not guaranteed: Dwelling: Lounge, television room, dining-room, kitchen, three bedrooms and two bathrooms, double garage, carport, staffroom, covered stoep and toilet.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) [N1B-429937 (353184)/JAA/M. Oliphant.]

Caswe 8882/92

IN THE MAGISTRATE'S COURT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Maryann Margaret Coetzee**, Defendant

A sale will be held at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 10 February 1995 at 11:00:

Erf 1680, in the Township of The Orchards Extension 11, Registration Division JR, Transvaal, measuring 800 square metres, known as 113 Hulton Street, The Orchards X11.

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

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-677 x 313.) [Ref. N1/B-397554 (341754/JAA/M. Oliphant.)]

Case 77282/94

IN THE MAGISTRATE'S COURT OF PRETORIA HELD AT PRETORIA

In the matter between **ABSA Bank Limited**, Plaintiff, and **Dawood Ahmed Desai**, First Defendant, and **Sabera Desai**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 8 February 1995 at 10:00:

Erf 259, situated in the Township Christoburg, Registration Division JR, Transvaal, measuring 1487 (one thousand four hundred and eighty-seven) square metres, known as 429 Toweel Street, Christoburg.

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

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

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (N1/B-424859/JAA/M. Oliphant.)

Case 55560/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Michael Jonathan Carter**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 12 August 1993, the property listed hereunder will be sold in execution on 10 February 1995 at 10:00, at the Johannesburg Magistrate's Court, Fox Street-entrance, Johannesburg:

Certain Erf 590, Forest Hill Township, Registration Division IR, Transvaal, measuring 555 (five hundred and fifty-five) square metres, held under Deed of Transfer T29263/1992, and situated at 104 Grantner Street, Forest Hill, Johannesburg. Zoned Residential.

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

A single storey residential building with brick walls and plastered and corrugated iron roof. Consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom and w.c. Outbuildings consist of two garages, two carports, servant's quarter and w.c. The boundary has brick walls.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon, at 16% (sixteen per cent) per annum, 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.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price, subject to a maximum of R6 000 with a minimum of R200, plus VAT on the proceeds of the sale.

Conditions of sale:

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N79708.)

Case 20719/93
PH 385IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Lobel, Colin**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the salesrooms of the Sheriff, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on 27 January 1995, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at the salesrooms of the Sheriff, Ground Floor, Fluor House, 100 Grayston Drive, Sandown:

$\frac{1}{2}$ share in Portion 11 of Erf 210, Sandhurst, Registration Division IR, Transvaal, in extent 3 965 square metres, held by the Defendant under Deed of Transfer T45152/1984, being 40 Oxford Avenue, Sandhurst, Sandton.

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

The dwelling consists of: The property is freehold, zoned Special Residential Urban, a residential dwelling-house consisting of four bedrooms and with slate roof.

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 17th day of November 1994.

Kallmeyer & Strime, Plaintiff's Attorneys, Second Floor, Sanlam Arena, Entrance 3, 10 Cradock Avenue, Rosebank. (Tel. 447-7860.) (Ref. Mr Strime/sdo S.S938/STD094/S8209.)

Saak 6686/94

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

In die saak tussen **Allied Bank Beperk**, handeldrywende as ABSA Bank Beperk, Eksekusieskuldeiser, en **Jacob Gabriel Kotze**, Eerste Eksekusieskuldenaar, en **Marikie Deidre Kotze**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 9 Februarie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju, te Parkstraat 8, Kempton Park:

Sekere Erf 453, Cresslawn-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T6436/89, grootte 1 095 (eenduisend vyf-en-negentig) vierkante meter, ook bekend as Turnerstraat 31, Cresslawn.

Beskrywing: Woning bestaande uit twee badkamers, twee toilette, kombuis, drie slaapkamers, eetkamer, sitkamer, studeerkamer/kroeg, alles onder teëldak, twee motorhuis en motoroprit. Die eiendom is omhein met drie betonmure. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 30ste dag van Desember 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1219.)

Saak 6768/94

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

In die saak tussen **Allied Bank Beperk**, handeldrywende as ABSA Bank Beperk, Eksekusieskuldeiser, en **Petrus Daniel Gerhardus Lewis**, Eerste Eksekusieskuldenaar, en **Susanna Maria Lewis**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 9 Februarie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju, te Parkstraat 8, Kempton Park:

Sekere Erf 374, Cresslawn-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T5384/90, grootte 1 041 (eenduisend een-en-veertig) vierkante meter, ook bekend as Lemoenstraat 31, Cresslawn.

Beskrywing: Woning bestaande uit twee badkamers, twee toilette, kombuis, drie slaapkamers, eetkamer, sitkamer, alles onder teëldak, motorhuis en motoroprit. Die eiendom is omhein met drie betonmure. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 9de dag van Januarie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1234.)

Case 20518/93

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 **Diphoko, Malesela Lucas**, First Defendant, and **Diphoko, Mosima Dorah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 14 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 499, Ramakonopi East Township, Registration Division IR, Transvaal, measuring 538 m², held by the Defendants under Deed of Transfer TL13745/87, being Lot 499, Ramakonopi East, Katlehong, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, four bedrooms, bathroom and toilet.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 7th day of December 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73278/Mr Preiss/kw.)

Case 14236/94

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 **Masale, Boy Jaconiah**, First Defendant, and **Masale, Martha Seloane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 7 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold, in respect of Erf 999, previously Erf 1089, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 338 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL3680/88, being Stand 1089, Likole Extension 1, Katlehong, Alberton.

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 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. Z97982/Mr Preiss/kw.)

Case 30052/93
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 **Khwatya, Motana Stanley**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 14 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of 610 Ramakonopi East Township, Registration Division IR, Transvaal, measuring 294 m², held by the Defendant under Certificate of Right of Leasehold TL4439/86, being 610 Ramakonopi East, Katlehong, Alberton.

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 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 7th day of December 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77099/Mr Preiss/kw.)

Case 18218/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Swanepoel, Hendrik Frederik**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 14 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 496, Roodekop Township, Registration Division IR, Transvaal, measuring 851 m², held by the Defendant under Deed of Transfer T40326/91, being 168 Nederveen Highway, Roodekop, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, servants' quarters/w.c. and single garage.

Terms: 10% (ten per cent) of the purchase price 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 7th day of December 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90267/Mr Preiss/kw.)

Case 27860/94
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 **Mokoena, Oupa Jacob**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 14 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 2722, previously Erf 496, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 290 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL2337/89, being Stand 496, Likole Extension 1, Katlehong, Alberton.

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 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 13th day of December 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA1242/Mr Preiss/kw.)

Case 12557/94

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

In the matter between **ABSA Bank Limited** (Volkskas Bank Limited), Plaintiff, and **Stilvec (Proprietary) Limited**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 23 Mines Road, Stilfontein, on Wednesday, 15 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 3572, situated in the Township of Stilfontein Extension 5, Registration Division IP, Transvaal, measuring 9 620 m², held by the Defendant under Deed of Transfer T50126/1983, being 23 Mines Road, Stilfontein.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: The office block consists of face brick work under an iron roof with rhino ceilings and carpet with novilon floor coverings. The warehouse consists of steel and brick work under IBR roof and is the same height of the offices. The restroom and storerooms consist of brick under iron roof with grano floors and rhino ceilings and is of single storey height.

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

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

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. 198168/Mr Nesbit/ca.)

Case 30299/91
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited (Allied Bank Division)**, Plaintiff, and **Nivim Glass Industries (Pty) Limited**, First Defendant, and **J. A. Pumps & Valves International (Pty) Limited**, Second Defendant, and **Niv, Jacob**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 16 February 1995 at 10:00, of the undermentioned immovable property of the Third Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Erf 109, Victory Park Extension 4 Township, Registration Division IR, Transvaal, measuring 2 326 m², held by the Third Defendant under Deed of Transfer T46659/1987, being 6 Second Avenue, Victory Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of building built of brick and plaster, slate roof comprising an entrance hall, lounge, dining-room, study, familyroom, four bedrooms, kitchen, bathroom with toilet, separate shower and bathroom and toilet, double carport, swimming-pool, change room and store.

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

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

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. 195783/Mr Nesbit/ca.)

Case 12179/93
PH 267

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

In the matter between **Combined Mortgage Nominees (Proprietary) Limited**, Plaintiff, and **Robert Copelyns CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Portion 1 of Erf 211, Selby Township, Registration Division IR, Transvaal, measuring 1 289 m², held by the Defendant under Deed of Transfer F8139/1949, being 17 Roger Street, Selby, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of a factory and offices.

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 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, minimum of R100 (one hundred rand) 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 R100 (one hundred rand).

Dated at Johannesburg on this 3rd day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Mr Rumsey/sjl.) (Account No. 164244.)

Case 5700/93
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 **Mngomezulu, Gelile Joseph**, First Defendant, and **Mngomezulu, Kebonang Annah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 7 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 2367 (previously Erf 1879), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL15873/88, being 1879 Likole Extension 1, Katlehong, Alberton.

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 laundry.

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

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

Dated at Johannesburg this 21st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70613/Mr Preiss/kw.)

Case 3806/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Kumwenda, Samson Timodeus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 14 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 2791 (previously Erf 564) Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 276 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL21050/88, being 564 Likole Extension 1, Kattlehong, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, two bedrooms, kitchen, bathroom and toilet.

The dwelling consists of lounge, dining-room, two bedrooms, 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 7th day of December 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70599/Mr Preiss/kw.)

Case 17250/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Loliwe, Andrew**, First Defendant, and **Loliwe, Pinkie**, 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 8 Park Street, Kempton Park, on Thursday, 9 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 562, Tembisa Extension 1 Township, Registration Division JR, Transvaal, measuring 302 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL41032/86, being 562 Hospital View, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of four bedrooms, two bedrooms/w.c., two lounges, two dining-rooms, study, family room, kitchen and three garages.

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 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. Z70129/Mr Preiss/kw.)

Case 12005/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 7 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 2535, Spruitview Township, Registration Division IR, Transvaal, measuring 660 m², held by the Defendant under Deed of Transfer T13201/91, being 2535 Spruitview, Alberton.

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). 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. Z68303/Mr Preiss/kw.)

Case 6738/94
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 **Kodisang, Radikutjane Aaron**, First Defendant, and **Kodisang, Thoko Mirriam**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 7 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court of Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 989, A.P. Khumalo Township, Registration Division IR, Transvaal, measuring 296 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL2673/87, being Stand 989, A.P. Khumalo Valley, Katlehong, Alberton.

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

The dwelling consists of lounge, dining-room, kitchen, three bedrooms, bathroom 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 on this the 21st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93720/Preiss/kw.)

Case 8009/94
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 **Ngwenya, Fanyana Petrus**, First Defendant, and **Sibiya, Calpios**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 7 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 593, A.P. Khumalo Township, Registration Division IR, Transvaal, measuring 287 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL23833/85, being Stand 593, A.P. Khumalo, Katlehong, Alberton.

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

The dwelling consists of lounge, bedroom, 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 on this the 21st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94752/Preiss/kw.)

Case 9150/94
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 **Dhlamini, Gladys Thobeka 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 14 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff, for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 913, Spruit View Extension 1 Township, Registration Division IR, Transvaal, measuring 400 m², held by the Defendant under Deed of Transfer T44573/89, being 913 Siluma Drive, Spruit View, Alberton.

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

The dwelling consists of kitchen, lounge, dining-room, 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74328/Mr Preiss/kw.)

Case 19952/94
PH 630IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Singo, Chanama Andrius**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 9 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Site 24113, in the Township of Meadowlands, Registration Division IQ, Transvaal, measuring 270 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL9465/1989, being 24113 Meadowlands, Zone 6, Meadowlands.

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

The dwelling consists of lounge, dining-room, bedroom/w.c., bathroom, kitchen, garage, two servant's rooms and bathroom/w.c.

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

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

Dated at Johannesburg on this the 5th day of January 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041, DX 589, Johannesburg. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01059/Livingstone/le.)

Case 20089/94

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

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Beck, Henry Oswald**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 8 Park Street, Kempton Park, on 9 February 1995 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain: Holding 39, Bredell Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,6684 (one comma six six eight four) hectares, held under Deed of Transfer T2668/94, situated at 39 Fifth Avenue, Bredell, Kempton Park.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Lounge, toilet, kitchen, bathroom, three bedrooms, servants' quarters, dining-room and three garages.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.) (Ref. D. Uys/F03004/U0383.)

Case 18767/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (No. 51/00009/06) (formerly known as Nedperm Bank Limited), Plaintiff, and **Khazamula Phillip Matsheke**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Johannesburg South, at 131 Marshall Street, Johannesburg, on 9 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 prior to the sale:

Certain: Erf 526, Kibler Park Township, Registration Division IQ, Transvaal, area 1 208 square metres, situation 3 Pierpont Street, Kibler Park, Johannesburg.

Improvements (not guaranteed): A house under tiles comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, two carports, swimming-pool with precast and brick wall around the property.

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

Dated at Johannesburg on the 3rd day of January 1995.

M. M. Kapelus, E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/50632.)

Saak 6640/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Makuke Richard Rachidi**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 5 Oktober 1994, sal die ondervermelde eiendom op 8 Februarie 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersesstraat 22B, Krugersdorp, verkoop word:

Erf 12130, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 408 (vierhonderd en agt) vierkante meter, ook bekend as Erf 12130, Kagiso-uitbreiding 6.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

die voorwaardes van die Sertifikaat van Geregisteerde Huurpag TL25975/1989;

die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. Omheinde erf met hekke en motorafdek.

3. *Terme:* Tien per centum (10%) van die koopprijs sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 17,25% (sewentien komma twee vyf per centum) welke rente bereken moet word op die eisebedrag 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 dborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburnhof, Ockersesstraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 5de dag van Januarie 1995.

A. Fourie, vir Van Rensburgs, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie/N261.)

Case 20451/94)
PH 630IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) (formerly known as Allied Bank Limited), Plaintiff, and **Marais, Samuel Eugene**, First Defendant, and **Faulkner, Keith Hamilton**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 9 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, the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

(1) A unit consisting of:

(a) Section 60, as shown and more fully described on Section Plan SS51/1982 ("the Sectional Plan") in the building or buildings known as Entabeni, situated in the Township of Johannesburg, Local Authority, Johannesburg, of which section the floor area, according to the said sectional plan is 142 (one hundred and forty-two) square metres in extent ("the mortgaged section") being 1203 Entabeni, corner of Caom and Jager Streets, Hillbrow, Johannesburg; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan ("the common property") apportioned to the said section in accordance with the participation quota of the said section. Held under Certificate of Registered Sectional Title ST15/1982 (60) (Unit).

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, dining-room, kitchen, bathroom with toilet, servant's room, and toilet with shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 9th day of January 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. Z01079/Mr Georgiades/md.)

Case 20979/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Symons, Robert John Peter**, 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, on 9 February 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court for Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 817, Fairland Township, Registration Division IQ, Transvaal, area 2 974 square metres, situation 227 Wilson Street, Fairland, Johannesburg.

Improvements: (not guaranteed): Single storey brick dwelling under tiles with separate cottage: Main dwelling—entrance hall, lounge, family room dining-room, study, kitchen, scullery, four bedrooms, dressing room, carpeted/tiles/novilon, two bathrooms, shower, two toilets. Cottage—lounge, kitchen, bedroom, bathroom and toilet. **Outbuildings:** Staff quarters with toilet and shower, two garages, swimming-pool, jacuzzi and walled boundary.

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/FN3173.)

Case 6955/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **George Sebastian Malan**, First Defendant, and **Hendriena Corlina Malan**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 15 November 1994, the following property will be sold in execution on Wednesday, 15 February 1995 at 10:00, at the office of the Sheriff for Krugersdorp, Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, namely:

Erf 260, West Krugersdorp Township, Registration Division IQ, Transvaal, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T193/1994, known as 46 Nellie Street, Krugersdorp West upon which is erected a private dwelling constructed of brick and plaster with a corrugated iron roof comprising kitchen, lounge, dining-room, four bedrooms, bathroom and toilet. The outbuildings consist of a garage and servants' quarters.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 cash or a bank-guaranteed cheque in favour of the Sheriff, at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 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 for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the under-mentioned office of the Plaintiff's attorney.

The Plaintiff is willing to consider granting a bond to an approved purchaser.

Phillips & Osmond, Plaintiff's Attorney, 354 Ontdekkers Road, Florida, 1709.

Saak 1222/94

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **F. M. Kaka**, Eerste Verweerder, en **S. L. Kaka**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 9 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Februarie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 5391, Dorpsgebied Tembisa-uitbreiding 12, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 154 (eenhonderd vier-en-vyftig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en kombuis. Buitegeboue bestaan geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 12de dag van Januarie 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1328/CDS 295.)

Saak 1217/94

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **A. M. Gilikidi**, Eerste Verweerder, en **M. E. Gilikidi**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 9 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Februarie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 5506, Dorpsgebied Tembisa-uitbreiding 12, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 150 (eenhonderd en vyftig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en kombuis. Buitegeboue bestaan geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 12de dag van Januarie 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1325/CDS298.)

Saak 1147/94

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

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **M. S. Kennoshi**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 8 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Februarie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 5317, dorpsgebied Tembisa-uitbreiding 12, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 143 (eenhonderd drie-en-veertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en kombuis.

Buitegeboue bestaan: Geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 12de dag van Januarie 1995.

J. H. B. Schnetler, vir Badenhorst & Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1301/CDS276.)

Saak 1145/94B

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

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **H. D. Baloyi**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 9 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Februarie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 5299, dorpsgebied Tembisa-uitbreiding 12, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 141 (eenhonderd een-en-veertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit badkamer, eetkamer, toilet, twee slaapkamers en kombuis.

Buitegeboue bestaan: Geen, omhein.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 12de dag van Januarie 1995.

J. H. B. Schnetler, vir Badenhorst & Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1305/CDS272.)

Saak 1226/94

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

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **M. O. Chiloane**, Eerste Verweerder, en **C. T. Chiloane**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 9 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Februarie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerders in Erf 5457, dorpsgebied Tembisa-uitbreiding 12, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 140 (eenhonderd-en-veertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit badkamer, eetkamer, toilet, twee slaapkamers en kombuis.

Buitegeboue bestaan: Geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 12de dag van Januarie 1995.

J. H. B. Schnetler, vir Badenhorst & Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1330/CDS293.)

Saak 1128/94

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

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **M. N. Dolamo**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 10 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Februarie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 5393, dorpsgebied Tembisa-uitbreiding 12, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 154 (eenhonderd vier-en-vyftig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit badkamer, eetkamer, toilet, twee slaapkamers en kombuis.

Buitegeboue bestaan: Geen, omhein.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 12de dag van Januarie 1995.

J. H. B. Schnetler, vir Badenhorst & Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1304/CDS273.)

Saak 20362/93

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

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser en **R. S. Laventhal**, Eerste Verweerder, en **G. M. E. Laventhal**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 28 Januarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Februarie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 1493, dorpsgebied Birch Acres-uitbreiding 3, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 999 (negehonderd nege-en-negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers en kombuis.

Buitegeboue bestaan uit twee motorhuise en swembad. Omhein met betonmure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 9de dag van Januarie 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees- en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Mev. Lawrence/S1250/CDS230.)

Saak 4243/94

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **J. B. Meyer**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 27 Mei 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 9 Februarie 1995 om 10:00, by die Baljukaantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 2179, dorpsgebied Glen Marais-uitbreiding 22, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 726 (sewehonderd ses-en-twintig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, familie/TV-kamer, kombuis en kroeg. Buitegeboue bestaan uit twee motorhuise, swembad en oprit. Omhein met baksteenmure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniging kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 12de dag van Januarie 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees- en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Mev. Lawrence/N921/CDN578.)

Case 3022/91

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

In the matter between **Allied Bank** (Reg. No. 86/04794/06), a Division of ABSA Bank Limited, Plaintiff, and **Allan Roland Pedlar**, First Defendant, and **Edna Pedlar**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 April 1991 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 17 February 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 692, Reiger Park Extension 1 Township, situated at 8 Dalphinium Street, in the Township of Reiger Park Extension 1, District of Boksburg, measuring 388 (three hundred and eighty-eight) square metres.

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

Building built of brick and plaster, tiled roof, comprising a lounge, dining-room, kitchen, sunroom, three bedrooms, bathroom, two servants' quarters and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this 11th day of January 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF0872 (AB372.).]

Saak 1330/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG TVL, GEHOU TE HEIDELBERG TVL

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. M. Zikhali**, Verweerder

Geliewe kennis te neem dat ter uitvoering van 'n vonnis in die landdroshof vir die distrik Transvaal, en 'n lasbrief vir eksekusie tot geregtelike verkoping uitgereik, sal die ondervermelde eiendom op 17 Februarie 1995 om 09:00, by die Landdros-kantoor, Begemanstraat, Heidelberg, Transvaal, aan die hoogste bieder geregtelik verkoop word:

Standplaas 2884, Ratanda, Heidelberg, PWV.

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

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

2. Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant teen ondertekening van die voorwaardes van verkoping betaal, en die balans van die koopprys tesame met rente teen heersende bouverenigingrentekoerse, vanaf datum van verkoping tot datum van registrasie van transport, sal betaal of verseker word deur 'n goedgekeurde bank of bougenootskapswaarborg, teen registrasie van transport, sal bewerkstellig word deur die Vonniskskuldeiser se prokureurs en die Koper sal op aanvraag alle bedrae betaal om transport te neem, insluitende hereregte, belasting, agterstallige belasting (indien enige) rente, verkoopkommissie en enige ander bedrag benodig ten einde registrasie te bewerkstellig.

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

Gedateer te Heidelberg, Transvaal.

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

Case 3825/90

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

In the matter between **Allied Building Society**, Plaintiff, and **E. G. Bruintjies**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 3 October 1990 the property listed hereunder will be sold in execution on 10 February 1995 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 127, Geluksdal Township, Registration Division IR, Transvaal, measuring 325 (three hundred and twenty-five) square metres, held by Deed of Transfer T72696/1987.

The property is defined as a residential stand, situated at 127 Rheumanella Drive, Geluksdal, Brakpan.

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

Main building: Plastered walls under corrugated iron roof consisting of lounge, kitchen, two bedrooms, bathroom and toilet.

Outbuildings: None. Pre-cast walls.

The material conditions of sale are:

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

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

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

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

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

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

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

Dated at Brakpan this 5th day of January 1995.

P. J. Cowling, for Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Oue Ref. Mr Cowling/BRV/C239/90.)

Case 3130/93

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

In the matter between **Boland Bank Ltd**, Plaintiff, and **Arnold Ivan Fortune**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 21 June 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 February 1995 at 11:15 at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 38, Reigerpark, situated on 7 Protea Street, in the Township of Reigerpark, District of Boksburg, measuring 567 (five hundred and sixty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, three bedrooms, bathroom, kitchen, store-room and servant's quarter.

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

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

Dated at Boksburg on this the 4th day of January 1995.

Hammond Pole & Dixon, Attorneys for Plaintiff, Ground Floor, Domicilium, 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. B0030H/A. Hartman.)

Saak 1185/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **Vermaak, Abel Hermanus Johannes mnr.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 8 November 1994 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 24 Februarie 1995 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 971, Dunnottar, ook bekend as Prinseplaas 79, Dunnottar.

Beskrywing van die eiendom: Steengebou met 'n sinkdak, kombuis, sitkamer, drie slaapkamers, badkamer met toilet, betonomheining, garage, drie buitekamers en twee gangskaste.

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

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

Gedateer te Nigel op hede die 9de dag van Januarie 1995.

Brits Pretorius Kruger & Coetzer Ing., Tweede Laan 35, Nigel, 1490; Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. AP/E644.)

Case 11950/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road) Bon Accord, on 17 February 1995 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff prior to the sale:

Certain: Erf 578, Block GG, situated in the residential area of Soshanguve, Registration Division JR, Transvaal, situated at Site 578, Block GG, Soshanguve.

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

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

Dated at Pretoria on this the 13th day of January 1995.

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

Case 10208/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road) Bon Accord on 10 February 1995 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff prior to the sale:

Certain: Erf 1576, Block BB, situated in the residential area of Soshanguve, Registration Division JR, Transvaal, situated at Site 1576, Block BB, Soshanguve.

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

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

Dated at Pretoria on this the 10th day of January 1995.

Matlala Inc., Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002. P.O. Box 77463/77464, Mamelodi West, 0101. [Tel. (012) 326-8923/4/5.] [Fax. (012) 323-7431.] (Ref. PPM/jm/L6587.)

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

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

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road) Bon Accord on 10 February 1995 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff prior to the sale:

Certain: Erf 19788, situated in the residential area of Mamelodi, Registration Division JR, Transvaal, situated at Site 19788, Mamelodi.

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

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

Dated at Pretoria on this the 10th day of January 1995.

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

Saak 4376/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Charl Fredric Rautenbach**, Eerste Verweerder, en **Jane Luise von Hoesslin**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria, op 8 Februarie 1995 om 10:00, van:

'n Eenheid bestaande uit Deel 70, soos aangetoon en volledig beskryf op Deelplan SS390/88, in die skema bekend as La Paradise, ten aansien van die grond en gebou of geboue geleë te Erf 3067, Garsfontein-uitbreiding 10-dorpsgebied, Plaaslike Owerheid: Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens die genoemde deelplan 129 (eenhonderd negen-twintig) vierkante meter groot is; en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op die genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST28520/93 (70) (Unit), beter bekend as La Paradisewoonstelle 70, Great Danestraat, Garsfontein.

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

Verbeterings: 'n Baksteenwoning met teëldak, vinielteeëlvloere en volvloermatte, bestaande uit 'n sitkamer, eetkamer, gesinskamer, kombuis, opwaskamer, drie slaapkamers en badkamer met toilet.

Buitegeboue: Twee motorafdakke.

Besigtig voorwaardes by Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

Tim du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. Mej. Kriel/avg.)

NOTICE OF SALES IN EXECUTION (KEMPTON PARK MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 9 February 1995 at 10:00. **Nedcor Bank Limited**, is the Execution Creditor.

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

4. Improvements as set out hereunder are not guaranteed:

Case 7412/94.

Judgment Debtor: Teboho Jeremiah Malinga.

Property: Right of leasehold over Erf 36, Isivana Township, Registration Division IR, Transvaal, situated at Erf 36, Isivana, Tembisa.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage and four and a half storerooms.

Reference: MM0618.

Case 10902/94.**Judgment Debtor: Mandla Mathews Maseko.**

Property: Right of leasehold over Erf 482, Isithame Township, Registration Division IR, Transvaal, situated at Erf 482, Isithame, Tembisa.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and toilet.

Reference: MM0680.

Case 10899/94.**Judgment Debtor: Kgatiebotse William Motlou.**

Property: Right of leasehold over Erf 74, Endayini Township, Registration Division IR, Transvaal, situated at Erf 74, Endayini, Tembisa.

Improvements: Detached single storey brick built residence under iron roof comprising five rooms other than kitchen with outbuildings of a similar construction comprising garage and three store rooms.

Reference: MM0687.

Case 11012/93.**Judgment Debtor: Kgajane Tom Sekgobela.**

Property: Right of leasehold over Lot 623, Tsenolong Township, Registration Division IR, Transvaal, situated at Lot 623, Tsenolong, Tembisa.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising toilet.

Reference: MS4509.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. For further details contact Miss Kent, Tel. (011) 825-1015.

Saak 11192/94**IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK**

In die saak tussen **Allied Bank Beperk**, handeldrywende as ABSA Bank Beperk, Eksekusieskuldeiser, en **Gert Cornelius Botes**, Eerste Eksekusieskuldenaar, en **Francina Wilhelmina Botes**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 9 Februarie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf 1089, Birchleigh-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T16444/94, grootte 991 (negehoonderd een-en-negentig) vierkante meter, ook bekend as 27 Springbokstraat, Birchleigh-uitbreiding 1.

Beskrywing: Woning bestaande uit badkamer, toilet, kombuis, sitkamer, eetkamer, drie slaapkamers, alles onder 'n sinkdak, motoroprit, motorafdek en swembad. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 12de dag van Januarie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1314.)

Saak 7853/94**IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK**

In die saak tussen **Allied Bank Beperk**, handeldrywende as ABSA Bank Beperk, Eksekusieskuldeiser, en **Leonard Nicko Pitzar**, Eerste Eksekusieskuldenaar, en **Letitia Pitzar**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 9 Februarie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf Gedeelte 33, soos meer breedvoerig beskryf word op Deeltitel Plan SS649/93, in die skema bekend as Laura Hof, geleë te Erf 1014, Kempton Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte ST98659/93, grootte 61 (een-en-sestig) vierkante meter, ook bekend as Woonstel 33, Laurahof, Pongolarivierweg, Kemptonpark-uitbreiding 2.

Beskrywing: Eenheid bestaande uit badkamer, toilet, kombuis, sitkamer en slaapkamers. Alles onder 'n teëldak, motorhuis en motoroprit. Die kompleks is omhein met steenmure. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 12de dag van Januarie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1270.)

Saak 28485/94

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Macharavanda, John**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Grondvloer, Fluorhuis, Graystonlaan 100, Sandown, Sandton, 10 Februarie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Eenheid 29, Hathaway, soos getoon en meer volledig beskryf in Deelplan SS650/93, en ook bekend as Woonstel 29, Isipingoweg, Paulshof-uitbreiding 18, grootte 102 m² (een nul twee) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer/toilet en kombuis.

Buitegeboue: Geen.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 12de dag van Januarie 1995.

Rossouws, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/A8265E.)

Case 3500/94

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Isaac Bhekie Ntuli**, First Defendant, and **Esther Thokozile Ntuli**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 2 May 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 17 February 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 311, Delmore Park Extension 2 Township, situated on 12 Gurnard Avenue Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 440 (four hundred and forty) square metres.

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

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

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

Dated at Boksburg on this the 11th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00151/Mrs Teixeira.)

Saak 7624/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Dendron Gesondheidskomitee**, Eiser, en **G. J. Linde**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof van Pietersburg, op 19 September 1994, en 'n daaropvolgende lasbrief vir eksekusie teen goed, sal die hierna genoemde vaste eiendom in eksekusie verkoop word voor die Landdroskantoor te Pietersburg, op 10 Februarie 1995 om 10:00:

1. Erf 187, geleë in die dorpsgebied Dendron, Registrasieafdeling LS, Transvaal, groot 3346 (drieduisend driehonderd ses-en-veertig) vierkante meter, gehou kragtens Akte van Transport T27454/72.

2. Erf 190, geleë in die dorpsgebied Dendron, Registrasieafdeling LS, Transvaal, groot 3346 (drieduisend driehonderd ses-en-veertig) vierkante meter, gehou kragtens Akte van Transport T27454/72.

Geen verbeterings word gewaarborg nie.

Verkoopvoorwaardes:

1. Die voormelde eiendomme word voetstoots verkoop aan die hoogste bieder, onderhewig aan die bepalinge van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig, asook die voorwaardes vervat in die titelaktes.

2. Die koopprys van die eiendomme sal as volg betaalbaar wees:

2.1 10% (tien persent) van die koopprys ten aansien van elke eiendom in kontant op die dag van die verkoping.

2.2 Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf datum van verkoping deur bemiddeling van 'n erkende bank- of bouverenigingwaarborg, gelewer te word vry van kommissie aan die Balju, Pietersburg, en betaalbaar teen registrasie van transport van die eiendomme in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Pietersburg, en by die Eksekusieskuldeiser se prokureur en sal deur die Balju voor die verkoping uitgelees word.

Geteken te Pietersburg op hierdie 4de dag van Januarie 1995.

J. de Klerk, vir De Klerk, Prokureurs vir Verweerder, Albatrossentrum 5, Markstraat 21, Posbus 3915, Pietersburg. (Verw. mev. Pretorius/DG.)

Case 5205/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Stand 2844, Brackendowns Ext 5 CC**, Defendant

On Wednesday, 8 February 1995 at 10:00, a public auction will be held at the offices of the Sheriff Magistrate's Court, Alberton, at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff of the Magistrate's Court, Alberton, will pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell all right, title and interest in respect of the property known as:

Certain Erf 2844, Brackendowns Extension 5 Township, Registration Division IR, Transvaal, situated at 14 Klipkoppies Street, Brackendowns, Alberton, measuring 800 (eight hundred) square metres, held under Deed of Transfer T34599/1991.

Improvements: A flatroof dwelling consisting of entrance, lounge, dining-room, kitchen, pantry, scullery, four bedrooms, two bathrooms, office, two garages, servants' quarters, swimming-pool and braai area (which are not warranted or guaranteed).

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof, substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time payable in terms of the mortgage bond over the property held by the Plaintiff, which rate was 15,25% (fifteen comma two five per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price together with Sheriff's commission immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court, for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Johannesburg on this the 11th day of January 1995.

Nelson Borman & Partners Inc., Plaintiff's Attorneys, First Floor, Finance House, Ernest Oppenheimer Avenue, Bruma; P.O. Box 61359, Marshalltown, 2107. (Tel. 622-6302/3.) (Fax. 622-6590.) [Ref. JLB/rl/LF552 (Bruma).]

Case 4104/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **David Buyi Mdeletshe**, First Defendant, and **Sibudiso Mdeletshe**, Second Defendant

On Wednesday, 8 February 1995 at 10:00, a public auction will be held at the offices of the Sheriff Magistrate's Court, Alberton, at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff of the Magistrate's Court, Alberton, will pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell all right, title and interest in the leasehold in respect of the property known as:

Certain Site 61, Siluma View Township, Registration Division IR, Transvaal, situated at 61 Siluma View Extension 1, Katlehong, measuring 309 (three hundred and nine) square metres, held under Certificate of Registered Grant of Leasehold TL41096/1993.

Improvements: Dwelling consisting of lounge, kitchen, two bedrooms and bathroom (which are not warranted or guaranteed).

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof, substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.
2. The price shall bear interest at the current rate from time to time payable in terms of the mortgage bond over the property held by the Plaintiff, which rate was 15,25% (fifteen comma two five per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price together with Sheriff's commission immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court, for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s, pass to the purchaser upon sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Johannesburg on this the 12th day of January 1995.

Nelson Borman & Partners Inc., Plaintiff's Attorneys, First Floor, Finance House, Ernest Oppenheimer Avenue, Bruma; P.O. Box 61359, Marshalltown, 2107. (Tel. 622-6302/3.) (Fax. 622-6590.) (Ref. JLB/r/LF553.)

Case 10314/94

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

In the matter between **ABSA Bank Limited (Reg. No. 86/04794/06)** (Allied Bank Division), Plaintiff, and **Marthinus Jacobus Grobler**, First Defendant, and **Daleen Grobler**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 1 November 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 17 February 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 629, Boksburg North Extension Township, situated on 75 and 75A Third Street, Boksburg North, in the Township of Boksburg North, District of Boksburg, measuring 743 (seven hundred and forty-three) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, dining-room, three bedrooms, kitchen, bathroom with a w.c., garage, servant's room and a w.c.

The conditions of sale:

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

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

Dated at Boksburg on this the 11th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00381/Mrs Teixeira.)

Saak 1592/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PHALABORWA GEHOU TE PHALABORWA

In die saak tussen **ABSA Bank Beperk**, handelende as Bankfin, Vonnisskuldeiser, en **Johan Carel Fouche**, Vonnisskuldenaar

Ter uitvoering van 'n vonnis van bogenoemde Hof sal die hiernagenoemde eiendom in eksekusie verkoop word op 24 Februarie 1995 om 09:00, en voor die Landdroshof, Phalaborwa, aan die hoogste bieder:

Gedeelte 71 van die plaas Grietjie 6, Registrasieafdeling KU, Transvaal, groot 21,4133 hektaar, gehou kragtens Akte van Transport T55502/1992.

Verbeterings: Woonhuis en buitegeboue.

Betaal voorwaardes: 10% (tien per cent) van die koopprys sowel as die afslaers gelde in kontant onmiddelik na die veiling. Die balans, koopprys is betaalbaar teen oordrag en moet verseker word deur 'n bank- of bougenootskapwaarborg binne 14 dae van die veilingsdatum.

Verkoopvoorwaardes: Die volle voorwaardes lê ter insae by die kantoor van die Balju, Sealenestraat 73, Phalaborwa.

Gedateer te Phalaborwa op hede die 11de dag van Januarie 1995.

J. C. Coetzee, vir Coetzee & Van der Merwe, Eiser se Prokureur, Mediese Sentrum 16, Phalaborwa, 1390. (Tel. 01524-3365.)

Case 1143/93

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

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

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

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

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

Dated at Witbank on this the 9th day of January 1995.

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

Case 28939/94
PH 396IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Execution Creditor, and **Pinto: Luis Pedro do Rosario**, First Execution Debtor, and **Pinto: Delfina Maria Vieira**, Second Execution Debtor

On Thursday, 9 February 1995 at 10:00, a public auction sale will be held at the offices of the Sheriff of the Supreme Court, Fourth Floor, Standard Towers, President Street, Germiston, at which the Sheriff of the Supreme Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 106, Fishers Hill Township, Registration Division IR, Transvaal, measuring 827 (eight hundred and twenty-seven) square metres, held by Deed of Transfer T48159/1990, also known as 19 Jupiter Street, Fishers Hill, Germiston (hereinafter referred to as the property).

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

Dwelling-house with outbuildings.

The property will be sold subject to any existing tenancy and subject to payment by the purchaser to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price shall be paid on the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Fourth Floor, Standard Towers, President Street, Germiston.

reet, Germiston.

Dated at Germiston on this the 11th day of January 1995.

B. S. Friedman, Execution Creditor's Attorney, First Floor, Ronloth House, P.O. Box 432, Germiston, 1401. (Tel. 825-3480.) (Ref. B. S. Friedman/am/N593.)

CAPE • KAAP

Case 66050/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**In the matter between **ABSA Bank Limited** (trading as Allied Bank), Plaintiff, and **Nicholas John de Wet**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Site, on 6 February 1995 at 14:00:

Erf 51765, Cape Town, at Claremont, situated in the Municipality of Cape Town, Cape Division, in extent 535 (five hundred and thirty-five) square metres, also known as 3 Garrison Road, Claremont.

Conditions:

1. The following information is furnished, but not guaranteed: Single dwelling built of brick walls, asbestos roof, consisting of three bedrooms, kitchen, toilet, bathroom, lounge and garage.

2. **Payment:** Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Claremont this 15th day of December 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Third Floor, Norwich Life Centre, Protea Road, Claremont.

Case 270/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**In the matter between **ABSA Bank Limited** (trading as United Bank), *versus* **Kenneth Figland**, and **Marcia Christina Figland**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 8 February 1995 at 09:00:

Erf 2119, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 247 (two hundred and forty-seven) square metres, held by Deed of Transfer T62545/93, situated at 38 Circle Crescent, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 4th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 4342/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**In the matter between **ABSA Bank Limited** (trading as United Bank), *versus* **Robert Clive Blood**, and **Noleen Blood**

The following property will be sold in execution by public auction held at 54 Muller Street, Kraaifontein, to the highest bidder on 8 February 1995 at 10:00:

Erf 1793, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T41503/93, situated at 54 Muller Street, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet/shower, outbuilding and garage.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 4th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 2507/94

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

In the matter between **ABSA Bank Limited** (trading as Allied Bank), *versus* **Aubrey Trevor Keith Scheepers**, and **Janice Glenda Scheepers**

The following property will be sold in execution by public auction held at 1 Heide Street, Malmesbury, to the highest bidder on 9 February 1995 at 10:00:

Erf 3803, Malmesbury, in the Municipality and Division of Malmesbury, in extent 409 (four hundred and nine) square metres, held by Deed of Transfer T80823/91, situated at 1 Heide Street, Malmesbury.

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 two bedrooms, lounge, dining-room, kitchen and bathroom.

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 4th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 8090/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Kenneth Richard Anderson**

The following property will be sold in execution by public auction held at Kuils River, Magistrate's Court, to the highest bidder, on 8 February 1995 at 09:00:

Erf 4169, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 383 (three hundred and eighty-three) square metres, held by Deed of Transfer T39208/92, situated at 5 Portia Road, Devon Park, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, 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 the 4th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 8412/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Basil Dennis Fortune** and **Maria Sophia Fortune**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 8 February 1995 at 09:00:

Erf 3617, Blue Downs, in the local area of Blue Downs, Division of Stellenbosch, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T92773/93, situated at 51 Goldstein Street, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* 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 fourteen (14) days of the date of sale.

Dated at Cape Town on this 4th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 7142/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Willie Jansen and Lydia Jansen**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 8 February 1995 at 09:00:

Erf 2945, Kleinvlei, situated in the Local Area of Blue Downs, Administrative District of Stellenbosch, in extent 208 (two hundred and eight) square metres, held by Deed of Transfer T53198/87, situated at 6 Breytenbach Street, Kleinvlei.

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 and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (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 4th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 13130/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Frans Adonis Isaacs, and Berenice Florina Isaacs**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 8 February 1995 at 09:00:

Erf 2274, Blue Downs, in the Local Area of Blue Downs, Administrative District of Stellenbosch, in extent 302 (three hundred and two) square metres, held by Deed of Transfer T39283/88, situated at 3 Grosvenor Place, The Conifers, Blue Downs, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (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 4th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 23790/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited, *versus* **Yashin Parker**

The property: Erf 14975, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 220 square metres, situated at 10 Melbourne Close, Portlands, Mitchells Plain.

Improvements (not guaranteed): Bricks residence under a tiled roof consisting of approximately three bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 9 February 1995 at 09:00.

Place of sale: 10 Melbourne Close, Portlands, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain South, at 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

Dated at Claremont the 27th day of December 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 1379/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Edward Robert Lottering** and **Marion Lottering**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 16 February 1995 at 10:00:

Erf 2278, Wesfleur, in the Residential Local Area of Atlantis, Division of Cape, in extent 778 square metres, also known as 3 Azalia Crescent, Wesfleur, Atlantis.

Conditions:

1. The following information is furnished, but not guaranteed:

Dwelling with three bedrooms, lounge, kitchen and bathroom/toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 20th day of December 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case 020386/92

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

In the matter between **Bank of Lisbon International Limited**, Plaintiff, and **Cecilia Dagsvold**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Bellville, in the above matter, a sale will be held in front of the premises, 100 Church Street, Parow, Cape, on Thursday, 9 February 1995 at 10:00, of the following immovable property:

Remainder Erf 5603, Parow, in the Municipality of Cape Town, Cape Division, in extent 496 square metres, consisting of a single dwelling with three bedrooms, lounge, dining-room, kitchen, bathroom and garage.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots 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 purchase price shall be paid in cash or by means of a bank marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option, pay a deposit of 10% (ten per cent) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff for the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville, Cape.

Herbsteins, 17th Floor, 2 Long Street, Cape Town. (Ref. B. Halliday/lb/16420.)

Case 6579/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Ronald James Martin** and **Christina Martin**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 16 February 1995 at 09:00:

Erf 8, Blue Downs, in the Local Area of Blue Downs, Stellenbosch Division, in extent 319 square metres, also known as 10 Romelia Crescent, The Conifers, Blue Downs.

Conditions:

1. The following information is furnished, but not guaranteed:

Brick dwelling under tiled roof with three bedrooms, bathroom/toilet, lounge and kitchen.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 22nd day of December 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case 9685/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Judgment Creditor, and **Adam Johannes Floris**, First Judgment Debtor, and **Mona Floris**, Second Judgment Debtor

In pursuance of a judgment granted on 18 November 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 16 February 1995 at 09:00, at Kuils River Court-house:

Description: Erf 3554, Blue Downs, in the Local Area of Blue Downs, Cape Division, in extent three hundred and thirty (330) square metres.

Postal address: 84 Goldbell Street, Hillcrest.

Improvements: Dwelling: Two bedrooms, bathroom, toilet, lounge and kitchen, held by Deed of Transfer 68511/93.

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 (16%) 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 22nd day of December 1994.

Van Niekerk H. C. for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500. P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z60459/HVN/Mrs Wolmarans.)

Case 13357/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank *versus* **Mboneli Roy Menemene** and **Sarah Menemene**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 13 February 1995 at 09:00, to the highest bidder:

Erf 1189, Hagley, in extent 321 square metres, held by T44336/1993, situated at 3 Queen Guinevere 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 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. D3A0554/104557/gl.)

Case 16150/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as Allied Bank *versus* **Leonard William Moses** and **Beulah Ellen Moses**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 14 February 1995 at 09:00, to the highest bidder:

Erf 25611, Mitchells Plain, in extent 166 square metres, held by T59073/1988, situated at 76 Ironwood Close, Eastridge, 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. D3A0423/103919/cs.)

Case 18819/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Albert Carry Fisher and Theresa Fisher**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 13 February 1995 at 10:00, to the highest bidder:

Erf 21643, Mitchells Plain, in extent 156 square metres, held by T50653/1992, situated at 52 Nerine Street, Lenteguur, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4U117178/gl.)

Case 33800/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Lawrence Thermon Chellan and Elaine Elizabeth Chellan**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 13 February 1995 at 10:00, to the highest bidder:

Erf 523, Weltevreden Valley, in extent 393 square metres, held by T25632/1990, situated at 46 Goodison Park, Weltevreden Valley, 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 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. D1U0815/102077/gl.)

Case 7370/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **John Charles Petersen and Henrietta Cecilia Petersen**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 13 February 1995 at 09:00, to the highest bidder:

Erf 3044, Eerste River, in extent 367 square metres, held by T23011/1989, situated at 19 Magdouw Street, Trafalgar Square, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4A108573/gl.)

Case 60682/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Ighsaan Gool and Kareema Kassiem**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 13 February 1995 at 10:00, to the highest bidder:

Erf 1626, Weltevreden Valley, in extent 331 square metres, held by T66607/1990, situated at 19 Flamingo Crescent, Weltevreden Valley, 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 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. D1U1575/102394/gl.)

Case 39835/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Stephen Arthur Truter**

The following property will be sold in execution at the site of the property, 9 York Close, Hout Bay, Western Cape, on Thursday, 16 February 1995 at 14:00, to the highest bidder:

Erf 3541, Hout Bay, in extent 623 square metres, held by T52279/1984, situated at 9 York Close, Hout Bay, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room/kitchen, study, three bedrooms, bathroom/shower/toilet and bathroom/toilet and attached double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0490/103989/gl.)

Case 6108/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Palanivelu Moodley and Sivaruthnum Moodley**

The following property will be sold in execution at the site of the property, 7 Bornite Road, Athlone, Western Cape, on Wednesday, 15 February 1995 at 14:00, to the highest bidder:

Erf 41085, Cape Town at Athlone, in extent 625 square metres, held by T73747/1989, situated at 7 Bornite Road, Athlone, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge/dining-room, kitchen, four bedrooms, dressing room, bathroom/shower/toilet, shower/toilet and double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0218/104411/gl.)

Case 1752/90

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

ABSA Bank Limited, trading as United Bank, *versus* **Steven James Derek Wolmarans** and **Dolores Dawn Wolmarans**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 13 February 1995 at 10:00, to the highest bidder:

Erf 20654, Mitchells Plain, in extent 300 square metres, held by T42147/1987, situated at 30 Angel Crescent, Woodlands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U0164/100034/gl.)

Case 3189/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Ronald Godfrey Zibeon** and **Kathleen Zibeon**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Tuesday, 14 February 1995 at 10:00, to the highest bidder:

Erf 8563, Wesfleur, in extent 286 square metres, held by T32519/1992, situated at 37 Fremont Lane, Sherwood Park, Wesfleur, Atlantis, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4U114717/gl.)

Case 20587/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Derick Charles Schutte**, First Defendant, and **Edna Anne Schutte**, Second Defendant

In pursuance of judgment in the Court, of the Magistrate of the District of Port Elizabeth, dated 26 July 1993, the property listed hereunder will be sold in execution on Friday, 3 February 1995 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 9407, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 300 (three hundred) square metres, situated at 46 Harlequin Drive, Bethelsdorp Extension 34, Port Elizabeth.

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

The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff: Magistrate's Court, Port Elizabeth.

A substantial bank loan can be arranged for an approved purchaser.

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

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Mr D. C. Baldie/ah.)

Saak 7163/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Boland Bank Beperk**, Eiser, en **P. D. Grain**, Eerste Verweerder, en **J. Grain**, Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van 'n vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Maandag, 6 Februarie 1995, om 10:00, te Waboomlaan 16, New Orleans, Paarl.

Erf 9639, Paarl, in die munisipaliteit en afdeling Paarl, groot 551 (vyfhonderd een-en-vyftig) vierkante meter, gehou kragtens Transportakte T30971/1992, synde 'n woonhuis geleë te Waboomlaan 16, New Orleans, Paarl.

Veilingvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die titelbewys in soverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju, mag reël. Die balans van die koopprys, tesame met rente teen 16,25% (sestien komma twee vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju, geleë te Du Toitstraat 40, Paarl, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Case 20686/94

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

In the matter between **First National Bank of Southern Africa Limited** (05/01225/06), Plaintiff, and **Fatima Karriem**, married by Moslem Rites, Defendant

In the above matter a sale will be held on Monday, 6 February 1995 at 12:00, at the site being:

77 Knowles Park Avenue, Ottery, Erf 77, Knole Park, in the Local Area of Ottery, Cape Division, measuring one thousand one hundred and forty-six (1146) 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): Consisting of brick dwelling under a tile roof including three bedrooms, bathroom/toilet, kitchen, lounge, dining-room and full Granny flat.

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, Wynberg, and at the offices of the undersigned.

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

E. W. Domingo & Associates, c/o E. W. Domingo, Plaintiff's Attorneys, 10 Market Street, Opposite Grassy Park, Civic Centre, Grassy Park. (Tel. 706-2873/4/5.) (Ref. EWD/mr.)

Case 10319/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Coleen Stoffberg**

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, 22 Potgieter Street, Brackenfell, 7560, on Tuesday, 7 February 1995 at 10:00:

Erf 5660, Brackenfell, in the Municipality of Brackenfell, in extent 599 (five hundred and ninety-two) square metres, held by Deed of Transfer T3030/94, and situated at 22 Potgieter Street, Brackenfell, 7560.

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 lounge, kitchen, three bedrooms, bathroom and w.c.,

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 12th 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 Z28337.)

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Kathleen Weyers**, Vonnisskuldeiser, en **George William Weyers**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof, Kimberley, en 'n lasbrief vir eksekusie gedateer 23 Mei 1994, sal die volgende eiendom verkoop word in eksekusie op 27 Januarie 1995 om 10:00, by die Landdroskantoor te Postmasburg:

Erf 567, geleë in die munisipaliteit Danielskuil, distrik Barkly-Wes, groot 4,2827 hektaar. Hierdie eiendom is verbeter met 'n arbeiderswoning, boorgat, sinkdam en omheinings.

Erf 568, geleë in die munisipaliteit Danielskuil, distrik Barkly-Wes, groot 4,2827 hektaar. Hierdie eiendom is verbeter met 'n woonhuis met 'n vloerooppervlakte van ± 261 vierkante meter.

Terme:

10% (tien persent) van die koopprys in kontant insluitende alle koste in verband met die verkoping, advertensiekoste, asook enige belasting en die balans teen transport sal verseker moet word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae na datum van verkoping.

Gedateer hierdie 29ste dag van November 1994.

C. M. de Bruyn, for C. M. de Bruyn & Vennote, Posbus 686, Alfacentrum, Hoofstraat, Danielskuil, 8405. [Tel. (0598) 3-0430/3-0431.]

Case 13803/94

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

Nedcor Bank Limited versus the Trustees for the time being of **McCarthy Property Trust**

The property: 65 Edward, situated in the Local Council of Ottery East, Cape Town, in extent 4 372 square metres, situated at My Haven, 7 Percy Road, Ottery.

Improvements (not guaranteed): Single dwelling, brick walls, slate roof, lounge, kitchen, bathroom, three bedrooms, bathroom, toilet and servants' quarters.

Date of sale: 7 February 1995 at 12:00.

Place of sale: My Haven, 7 Percy Road, Ottery.

Material conditions:

The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg, and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 32978/94

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

ABSA Bank Limited, trading as Allied Bank, versus **Rueshean Elizabeth Johnson**,

The following property will be sold in execution by public auction, held at 16 Turfhall Mansions, Strandfontein Road, Wetton, to the highest bidder on 8 February 1995 at 12:00:

A unit comprising section 16 and its undivided share in the common property in the Turfhall Mansions Sectional Title Scheme, in extent 52 (fifty-two) square metres, held by Deed of Transfer ST271/90, situated at 16 Turfhall Mansions, Strandfontein Road, Wetton.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff, and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per cent) 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 the 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 27066/93

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

Nedcor Bank Limited versus T. Mohamed*The property:* 106284, portion of Erf 36890, Cape Town, at Athlone, in the City of Cape Town, Cape Division.*In extent:* 489 square metres.*Situated at:* 44 Pavo Street, Surrey Estate.*Improvements (not guaranteed):* Single brick dwelling: Flat asbestos roof, lounge, kitchen, three bedrooms and bathroom-toilet.*Date of sale:* 9 February 1995 at 12:00.*Place of sale:* 44 Pavo Street, Surrey 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 7620/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **G. Davids**, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 2 November 1993, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te die persele te Suikerboslaan 8, New Orleans, Paarl, op Dinsdag, 7 Februarie 1995 om 10:00, aan die hoogste bieder verkoop word:

Erf 9910, Paarl, in die munisipaliteit en afdeling Paarl, groot 533 vierkante meter, geleë soos hierbo.

Terme:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Landdroshofwet, 1994 (Wet No. 32 van 1944), soos gewysig en die reëls en bepalings wat daarvolgens en volgens die transportaktes gemaak is insoverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 18,5% (agtien komma vyf persent) per jaar tot datum van registrasie van transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.

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

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Case 3086/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited** (trading as United Bank), *versus* **Lillian Veronica Williams**

The following property will be sold in execution by public auction held at 3 Erica Avenue, Westridge, Somerset West, to the highest bidder on 7 February 1995 at 11:00:

Erf 4489, Somerset West, situated in the Municipality of Somerset West, Division of Stellenbosch, in extent 2 573 (two thousand five hundred and seventy-three) square metres, situated at 3 Erica Avenue, Westridge, Somerset West.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, toilet, patio, outbuilding: Detached laundry, two garages and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (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 22nd day of December 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 12507/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (trading as United Bank) *versus* **Kholeka Thelma Malusi**

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 9 February 1995 at 10:00:

Erf 169, Khayelitsha, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 197 (one hundred and ninety-seven) square metres, held by Certificate of Registered Grant of Leasehold TL33523/90, situated at A212 Tulani Street, Khayelitsha.

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, two bedrooms, kitchen 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 19th day of December 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 9923/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Fidelity Bank Beperk**, Eiser, en **Kenneth Henry Begg**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Donderdag, 9 Februarie 1995, om 10:45, op die plek te Victoriaweg 161, Parow:

Die restant van Erf 9670, Parow, geleë in die munisipaliteit Parow, afdeling Kaap, groot 495 vierkante meter, gehou deur die Verweerder kragtens Transportakte T92890/93 gedateer 1 Desember 1993.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 17,25% (sewentien komma twee vyf persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit sitkamer, eetkamer, vier slaapkamers, een en 'n halwe badkamers, kombuis, waskamer en dubbel garage.

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, Northumberland 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 21ste dag van Desember 1994.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Case 3067/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Hutchinson Mbulelo Duba**, First Defendant, and **Nomakazi Florence Duba**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 1 February 1994, and the warrant of execution dated 9 February 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder, on 10 February 1995 at 15:00, at the Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 1159, Motherwell NU9, Phase II, in the Administrative District of Uitenhage, measuring 222 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL1072/91, situated at 289 Ngwevana Street, Motherwell, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles, lounge, kitchen, two bedrooms and bathroom/w.c.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per cent) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of sale. Sheriff's charges at 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 22nd day of December 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. E. J. Murray/cf.)

Case 21/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Carol Ann Gouws**, Defendant

In pursuance of a judgment of the above Honourable Court dated 8 February 1994, and the warrant of execution dated 10 February 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 10 February 1995 at 15:00, at the Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Remainder Erf 4860, Port Elizabeth Central, in the Municipality and Division of Port Elizabeth, measuring 207 square metres, held by the Defendant under Deed of Transfer T57938/93, situated at 6 Cooper Street, Central, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under metal dwelling, study, lounge, kitchen, two bedrooms, bath/w.c., shower/w.c. and maids room/w.c.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per cent) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 22nd day of December 1994.

McWilliams, Elliot & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. E. J. Murray/cf.)

Case 18243/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Elena Margrieta Ockhuis**, Judgment Debtor

The following will be sold in execution in front of the Court-house, for the District of Mitchells Plain on 6 February 1995 at 10:00, to the highest bidder:

Erf 15839, measuring 176 square metres, held by 42737 dated 23 July 1990, situated at 10 Germiston Way, Portlands, Mitchells Plain.

1. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, lounge, kitchen, toilet and bathroom:

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the Messenger prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck Street, Cape Town. (Ref. 105763 Mrs Liebrandt.)

Case 8922/94

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Andre Casper Kruger**

The following property will be sold in execution at the site of the property, 16 Groeveld Avenue, Bothasig, Western Cape, on Thursday, 16 February 1995 at 11:00, to the highest bidder:

Erf 7603, Milnerton, in extent 902 square metres, held by T51534/1992, situated at 16 Groeveld Avenue, Bothasig, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, three bedrooms, bathroom/toilet, detached garage and swimming-pool.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0418/109550/gl.)

Case 4925/92

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

Nedcor Bank Limited versus K. C. Spochter

The property: Remainder Erf 29950, Cape Town at Mowbray, in the City of Cape Town, Cape Division, in extent 758 square metres, situated at Giovianeve, Buckner Road, Hazendal:

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom/toilet and garage.

1. *Date of sale*: 7 February 1995 at 14:00.

Place of sale: Giovianeve, Buckner Road, Hazendal.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 13925/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

The Municipality of Cape Town, Judgment Creditor, and Manie Jacobus Meesterman, Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain on 6 February 1995 at 10:00, to the highest bidder:

Erf 14367, measuring 535 square metres, held by 16938 dated 91-03-22, situated at 104 Cambridge Street, Portlands, Mitchells Plain, Immov Prop.

1. The following improvements on the property are reported, but nothing is guaranteed: Unknown.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out by the Messenger 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. 103213 Mrs Liebrandt.)

Case 1428/91

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

Nedcor Bank Limited versus Kami Mathews Mlokoti, married in community of property to Nomvula Dinah Mlokoti

The property: All right, title and interest in the leasehold in respect of Erf 4818, Khayelitsha, situated in the area of the Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 180 square metres, situated at 1218 Nanana Street, Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos sheeting roof consisting of approximately bedroom, kitchen and bathroom/toilet/handbasin.

1. *Date of sale*: 9 February 1995 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows 10% (ten per centum) deposit in cash or by bank cheque on the day of 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, Mitchells Plain, Khayelitsha at Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 9th day of December 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 14474/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited, versus Robert de Jongh, married in community of property to **Bernadine Alice de Jongh**

The property: Erf 26468, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 129 square metres, situated at 27 Beechcraft Road, Rocklands, Mitchells Plain.

Improvements (not guaranteed): Semi-detached maisonette built with bricks under an asbestos roof consisting of approximately two bedrooms, kitchen, lounge and bathroom/toilet.

Date of sale: 7 February 1995 at 09:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain South, at 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

Dated at Claremont the 2nd day of December 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 35833/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Stefanus Philippus Ruiters**, First Defendant, and **Juanita Anne Ruiters**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 4 October 1994, the property listed hereunder will be sold in execution on Friday, 3 February 1995 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 4637, Gelvandale, in the Municipality and Division of Port Elizabeth, measuring 216 (two hundred and sixteen) square metres, situated at 137 Renecke Street, Gelvandale, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

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

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case 11208/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Litha Ndabazandile Sikutshwa**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 9 September 1993, the undermentioned property will be sold in execution at the premises on Monday, 20 February 1995 at 11:00:

Erf 113002, Cape Town at Cape Flats, in the City of Cape Town, Cape Division, measuring 587 (five hundred and eighty-seven) square metres, held by Deed of Transfer T6898/93, and comprising of brick building under tiled roof, lounge, dining-room, four bedrooms, bathroom, separate toilet, kitchen and two garages, and known as 19 Afrikander Street, Montana.

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 29th day of December 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 2407/94

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Martin John Davids**, First Defendant, and **Angela Elaine Davids**,
Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 15 March 1994, the undermentioned property will be sold in execution at the premises on Monday, 13 February 1995 at 11:00:

Erf 2116, Gaylee, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 238 (two hundred and thirty-eight) square metres, held by Deed of Transfer T75517/88, and comprising lounge, three bedrooms, bathroom, toilet and kitchen, and known as 8 Fleetwood, Denemere, Blackheath.

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 30th day of December 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 14722/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (Allied Bank Division) trading as United Bank, Execution Creditor, and **Barend Frederick Petrus Steenkamp**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 5 January 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 10 February 1995 at 10:00:

Erf 5510, Kuils River, in the Municipality of Kuils River, Stellenbosch Division, in extent 1 094 (one thousand and ninety-four) square metres.

Street address: 60 Bokmakierie Street, Kuils River.

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: Lounge/dining-room, kitchen, three bedrooms, one and a half bathroom, double garage and sink roof.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 17,25% (seventeen 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 Bellville on this 29th day of December 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 31120/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Caron Lucretia Hill**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, 16 February 1995 at 15:00, and at the property of the following immovable property, which is offered for sale collectively:

1. (a) Section 3 as shown and more fully described on Sectional Plan SS98/1981, in the scheme known as De Smidt Place, in respect of the land and building or buildings situated at Cape Town, Municipality Cape Town, of which section the floor area, according to the said sectional plan is 91 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST11482/93.

2. (a) Section 39 as shown and more fully described on Sectional Plan SS38/1992, in the scheme known as De Waterkant Piazza in respect of the land and building or buildings situated at Cape Town, Municipality Cape Town, of which section the floor area, according to the said sectional plan is 20 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST11482/93.

3. (a) Section 40 as shown and more fully described on Sectional Plan SS38/1992, in the scheme known as De Waterkant Piazza, in respect of the land and building or buildings situated at Cape Town, Municipality Cape Town, of which section the floor area, according to the said sectional plan is 20 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST11482/93, situated at 3 De Smidt Place, 19 De Smidt Street, De Waterkant, Cape Town.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-added Tax and the purchaser shall pay Value-added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements on the property are reported, but nothing is guaranteed: A townhouse consisting of lounge, kitchen, two bedrooms, two bathrooms and sunroom as well as two garages.

And subject to the conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers.

Michael James Organisation, 63 Victoria Road, Somerset West, Cape.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/153406.)

Saak 1194/94

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Kleinsake Ontwikkelingskorporasie (Edms.) Bpk.** Eiser, en **R. S. Burroughs**, Tweede Verweerder, **B. R. Burroughs**, Derde Verweerder, en **M. D. Burroughs**, Vierde Verweerder

Ingevolge 'n vonnis in die Landdroshof, Potchefstroom, gedateer 6 Julie 1994, sal die goedere hieronder uiteengesit, geregtelik verkoop word te die Life Bakkerijgebou, Piet Retiefstraat, Noupoot, op 4 Februarie 1995 om 10:00, of so gou daarna as wat die verkoping gehou kan word, aan die hoogste bieder:

Erf 301, Noupoot, geleë in die munisipale distrik Noupoot, afdeling Colesberg, groot 660 vierkante meter.

Ligging van eiendom: Life Bakkerijgebou, Piet Retiefstraat, Noupoot.

Geteken te Potchefstroom hierdie 4de dag van Januarie 1995.

M. F. Menezies, vir Williams Müller & Mostert, Eiser, Derde Verdieping, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom. [Tel. (0148) 297-3841.] (Verw. MM/MVD/S1246.)

Case 9408/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH

Nedperm Bank Limited versus Lorraine Elizabeth Jacobs

In pursuance of a judgment dated 6 May 1991 and an attachment on 16 May 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 3 February 1995 at 14:15:

Erf 4962, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, in extent 380 (three hundred and eighty) square metres, situated at 35 Harker Crescent, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, one and a half bathrooms, lounge, kitchen and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court West, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on the 4th day of January 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 10909/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH

Nedcor Bank Limited versus Zongezile Lawrence Sigunqa and Nomabaca Petromella Sigunqa

In pursuance of a judgment dated 20 April 1994 and an attachment on 2 June 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 3 February 1995 at 14:15:

Erf 406, Motherwell N.U. 4, in the Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 64 Bira Street, Motherwell N.U. 4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on the 5th day of January 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 32276/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH

Nedcor Bank Limited versus Prince Sandi Ngqoba

In pursuance of a judgment dated 28 October 1994 and an attachment on 20 December 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 3 February 1995 at 14:15:

Erf 11342, kwaZakhele, Administrative District of Port Elizabeth, in extent 236 (two hundred and thirty-six) square metres, situated at 11342 Site and Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge, dining-room and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on the 4th day of January 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2819/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited versus Nowatsi Alfred Johannes

In pursuance of a judgment dated 8 December 1994 and an attachment on, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 3 February 1995 at 15:00:

Erf 6108, Motherwell, in the area of the Motherwell Town Council, Administrative District of Uitenhage, in extent 325 (three hundred and twenty-five) square metres, situated at 29 Gqwaru Street, Motherwell N.U. 5, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on the 4th day of January 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 12512/92

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Vilasa Rangan and Sarojani Rangan**, Defendants

In pursuance of a judgment granted on 22 December 1992 in the above Court, and a writ of execution issued thereafter, the immovable property listed, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown:

Description: Lot 13, Berkshire Downs, situated in the Borough of New Germany, and in the Port Natal-Ebhodwe, joint services Board Area, Administrative District of Natal, in extent 1952 (one thousand nine hundred and fifty-two) square metres, held under Deed of Transfer T1888/92, Postal address 13 Maidenhead Gardens, New Germany.

Town-planning Zoning: Residential.

Improvements (not guaranteed): A brick under tile dwelling consisting of kitchen, dining-room, three bedrooms, bathroom and toilet, servants' quarters, room and shower, swimming-pool and carport.

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 full conditions of sale may be inspected at the office of the Sheriff, of the Court, Pinetown, or at our offices.
3. The purchaser shall pay a deposit of ten per cent (10%) 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 us and to be furnished to the Court Sheriff, within fourteen (14) days after the date of sale.
4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current an arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.
5. Payment of the Sheriff/auctioneer's fees of five per cent (5%) of the proceeds of the sale, up to a price of R20 000 (twenty thousand rand) and thereafter three per cent (3%) to a maximum of R6 000 (six thousand rand), wicent (3%) to a maximum of R6 000 (six thousand rand), with a minimum of R200 (two hundred rand) plus Value-Added tax, is payable in cash immediately after the sale.
6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effect from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.
7. The improvements on the property are as stated above but no guarantees are given in this regard.
8. The purchaser shall be liable for Value-Added Tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on this the 21st day of December 1994.

Morris Fuller & Associates, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown. (Ref. Mr Walden/ Colls/F406.)

Case 6476/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Gary Brian King and Charmaine King**, Defendants

In pursuance of a judgment granted on 5 October 1994 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown:

Description: Sub 52, of Lot 4632, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 2213 (two thousand two hundred and thirteen) square metres, held under Deed of Transfer T30734/93, Postal address 50 Plumstead Crescent, Reservoir Hills.

Town-planning Zoning: Residential.

Improvements (not guaranteed): A single storey brick under tile house, comprising three bedrooms, bathroom, shower and toilet and suite, dining-room, fitted kitchen and a single garage.

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 full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our offices.
3. The purchaser shall pay a deposit of ten per cent (10%) 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 us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.
5. Payment of the Sheriff/auctioneer's fees or five per cent (5%) of the proceeds of the sale, up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand), with a minimum of R200 (two hundred rand), plus Value-Added tax, is payable in cash immediately after the sale.
6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.
7. The improvements on the property are as stated above but no guarantees are given in this regard.
8. The purchaser shall be liable for Value-Added tax on the sale price as well as on the Sheriff's commission.

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

Morris Fuller & Associates, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown. (Ref. Mr Walden/ Colls/F529.)

Case 2473/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Thoko Silvia Mbhele**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 28 June 1994 the undermentioned property will be sold in execution on 8 February 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site Unit 8707, Unit E, Madadeni Township, District Newcastle.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 36 York Road, Newcastle.

The conditions are mainly the following:

(1). The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2). The property is sold voetstoots and subject to the conditions of the Deed of Grant.

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

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 24304/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Judgment Creditor, and **Parbhoo M. Nankan**, Judgment Debtor

In pursuance of a judgment granted by the above Honourable Court, dated 25 October 1994 the following immovable property will be sold in execution on 3 February 1995 at 11:00, at the Sheriff's salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub 1, of Lot 748, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two thousand and twelve (2012) square metres.

The following information is furnished regarding the property but is not guaranteed: Large Hypermarket and two shops.

The property is situated at : 1 Salford Road, Willowton, Pietermaritzburg.

Material conditions of sale:

The purchaser shall pay (10%) ten per cent of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditors Attorneys, to be furnished to the Sheriff, within fourteen (14) days of the date of sale.

The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, 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 Pietermaritzburg on this the 1st day of December 1994.

M. E. Cajee, for Cajee & Associates, Execution Creditor's Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/PD.)

Case 24203/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Shaveeth Property CC**, Judgment Debtor

In pursuance of a judgment granted by the above Honourable Court, dated 25 October 1994, the following immovable property will be sold in execution on 3 February 1995 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 4850, of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 622 (one thousand six hundred and twenty-two) square metres.

The following information is furnished regarding the property but is not guaranteed:

Three shops, 12 flats (each comprising a lounge, kitchen, two bedrooms, bathroom and w.c.).

The property is situated at 77 Victory Road, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

M. E. Cajee, for Cajee & Associates, Execution Creditor's Attorney, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/PD.)

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mfanukhona Elvis Cyprian Nyembe**, First Defendant, and
Zandile Olga Nyembe, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Thursday, 17 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 Newcastle, on the steps of the Magistrate's Court, at Murchison Street, Newcastle, on Friday, 3 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 Second Floor, Volkskas Building, Voortrekker Street, Newcastle, namely;

Lot 3727, Newcastle Extension 12, situated in the Borough of Newcastle, Administrative District of Natal, measuring 1 310 (one thousand three hundred and ten) square metres, which property is physically situated at 16 Plein Street, Newcastle, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T5122/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron consisting of an entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom and toilet, bathroom and toilet and shower. There is an outbuilding consisting of a double garage and a toilet.

Zoning: The property is zoned for single 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 20th 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 **Audrey May Mkhize**, 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 Newcastle, on the steps of the Magistrate's Court, at Murchison Street, Newcastle, on Friday, 3 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 Second Floor, Volkskas Building, Voortrekker Street, Newcastle, namely:

Lot 3570, Newcastle Extension 12, situated in the Borough of Newcastle, Administrative District of Natal, measuring 1 360 (one thousand three hundred and sixty (1 360) square metres, which property is physically situated at 41 Magnolia Road, Newcastle, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T1742/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron consisting of an entrance hall, lounge, dining-room, TV-room, kitchen, three bedrooms, bathroom and toilet and shower and toilet. There is an outbuilding consisting of a garage, carport, servant's quarter and toilet.

Zoning: The property is zoned for single 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 20th day of December 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 3810/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Justin Thomas Ryan**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Friday, 25 February 1994, in the above-mentioned 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 Newcastle, on the steps of the Magistrate's Court, at Murchison Street, Newcastle, KwaZulu/Natal, on Friday, 3 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 Second Floor, Volkskas Building, Voortrekker Street, Newcastle, KwaZulu/Natal, namely:

Lot 1286, Newcastle Extension 1, situated in the Borough of Newcastle, Administrative District of Natal, measuring 3 256 (three thousand two hundred and fifty-six) square metres, which property is physically situated at 5 Greaves Road, Newcastle, KwaZulu/Natal, and which property is held by the above-named Defendant under and by Virtue of Deed of Transfer T9812/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile consisting of an entrance hall, lounge, dining-room, kitchen, family room, study, three bedrooms, bathroom and toilet, bathroom, shower and toilet and toilet. There is an outbuilding consisting of two staffrooms, toilet, shower and garage.

Zoning: The property is special for single residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 20th day of December 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1141/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Lavakumar Percy Reddy**, First Defendant, and **Salochani Reddy**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Tuesday, 5 July 1994, in the above-mentioned 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 Newcastle, on the steps of the Magistrate's Court, at Murchison Street, Newcastle, KwaZulu/Natal, on Friday, 3 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 Second Floor, Volkskas Building, Voortrekker Street, Newcastle, KwaZulu/Natal, namely:

Lot 14229, Newcastle Extension 86, situated in the Borough of Newcastle, Administrative District of Natal, measuring 851 (eight hundred and fifty-one) square metres, which property is physically situated at 7 Horizon Street, Newcastle, KwaZulu/Natal, and which property is held by the above-named Defendant under and by Virtue of Deed of Transfer T9189/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, bathroom, shower and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 2nd 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 of **The Collector of Rates for the Borough of Margate**, Applicant

In pursuance of an order of the above Honourable Court granted on 31 October 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 Borough of Margate, Margate, on 25 January 1995 at 10:00, namely:

Lot 521, Margate, 12 Valley Road, Margate: Developed.

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, Sunwich Port.

Douglas Kent & Co., Attorneys for the Applicant, 1-6 Standard Bank Building, Marine Drive, Margate, P.O. Box 205, Margate, 4275.

Case 76470/93

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

In the matter between **Emilia Court Body Corporate**, Execution Creditor, and **Miss S. N. Ndlovu**, Execution Debtor

In pursuance of a judgment granted on 23 December 1993 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 9 February 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: Section 19 as shown and more fully described on Sectional Plan 170/1982 in the building or buildings known as Emilia Court, situated at Durban of which the floor area according to the said sectional plan is 57 square metres; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan under Deed of Transfer ST9109/1991.

Street address: Flat 19, Emilia Court, 91/93 Hospital Road, Durban.

Improvements: Flat with brick walls comprising bedroom, bathroom with bath and basin, toilet, carpeted lounge cum dining-room, kitchen with fitted cupboards.

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 at the rate of 21,75% (twenty one comma seven five per centum) per annum to the bondholder, First National Bank of South Africa Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 7th 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. W. J. Broome.)

Case 26907/93

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

In the matter between **Palm Bay Body Corporate**, Execution Creditor, and **Mrs T. D. Reddy**, Execution Debtor

In pursuance of a judgment granted on 14 June 1993 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 9 February 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: Section 11 as shown and more fully described on Sectional Plan SS264/1985 in the building or buildings known as Palm Bay, situated at Durban of which the floor area, according to the said sectional plan is 85 square metres; and an undivided share in the common property in the scheme apportioned to the said sectional in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST14525/1992.

Street address: 21 Palm Bay, 46 St George's Street, Durban.

Improvements: Flat with brick walls comprising one and a half bedroom, separate bathroom, separate toilet, lounge cum dining-room, large kitchen with cupboards.

Zoning: Special Residential (nothing guaranteed):

The sale shall be for rands and no bids for less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 21,75% (twenty one comma seven five per centum) per annum to the bondholder, First National Bank of South Africa Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 7th 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. W. J. Broome.)

Case 3435/92

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

In the matter between **Petrus Jacobus van Eeden**, Plaintiff, and **Christiaan Jacobus van der Merwe**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa, Natal Provincial Division, dated 30 August 1994, and a warrant of execution issued thereafter, the undermentioned property will be sold in execution on 9 February 1995 at 11:00, on the steps of the Magistrate's Office, Empangeni:

Lot 2646, Empangeni (Extension 18), situated in the Borough of Empangeni, and in the Administrative District of Natal, in extent 1 332 square metres, held under Deed of Transfer T25536/1982.

Address: 7 Pearce Crescent, Empangeni, Natal.

Improvements: Office block with 10 offices, reception area, kitchen, tiled throughout.

Nothing is guaranteed in respect of the above.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of the sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. 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), taxed and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the office of the Acting Sheriff.

Dated at this day of 1994.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, Ladysmith. [Ref. 05V180003 (V5).]

Case 4711/92

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 **Ramesh Singh**, First Defendant, and **Lanmathie Singh**, 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, 3 February 1995 at 10:00:

Description: Subdivision 204 of 6 of Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 485 (four hundred and eighty-five) square metres, held under Deed of Transfer T11217/1981.

Physical address: 72 Jain Road, Effingham Heights, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising:

Upstairs: Three bedrooms, one en suite with jacuzzi, shower and air-conditioning, prayer room, toilet/bathroom with tub - fully fitted, kitchen with eye level oven and hob - floors and walls tiled, lounge/dining-room combined - carpeted and attic.

Downstairs: Lounge - brick tiled floor, sauna room, toilet/bathroom with tub - fully tiled, kitchen, one and a half room, toilet and shower, single garage and swimming-pool. The property is fenced along the front only.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 19th day of December 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.5608/mvr.)

Case 1859/94

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 **Willem Schalk van der Merwe**, First Defendant, and **Nicole Christiane van der Merwe**, 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, 22 Chancery Lane, Pinetown, on Friday, 3 February 1995 at 10:00:

Description: Lot 68, Waterfall Extension 3, situated in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 885 (one thousand eight hundred and eighty-five) square metres, held under Deed of Transfer T28333/93.

Physical address: 38 Mac Mac Drive, Waterfall, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under thatch roof dwelling comprising lounge, dining-room, kitchen, three bedrooms and two bathrooms/toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 30th day of November 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S. 7363/mvr.)

Case 4541/90

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

In the matter between **Eric Kunene**, Execution Creditor, and **Hellem Msibi**, Execution Debtor

In pursuance of a judgment of the above Court dated 9 February 1993, and a warrant of execution, House 66, Osizweni, will be sold in execution on 15 February 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

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 Magistrate's 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 Magistrate's Court, Newcastle.

Dated at Newcastle this 15th day of November 1994.

Du Toit-Holborn-Boshoff, Attorney for Execution Creditor, 46 Voortrekker Street, P.O. Box 36, Newcastle, 2940. [Tel. (03431) 2-7284.] [Fax. (03431) 2-6226.] (Ref. 01/K086/002.)

Case 4721/94

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

In the matter between **Saambou Bank Limited**, Judgment Creditor, and **Dumisane Robert Gumede**, Judgment Debtor

In pursuance of judgment granted on 31 October 1994, in the Newcastle Magistrate's Court and subsequent warrant of execution dated 27 October 1994, the immovable property listed hereunder will be sold in execution on 22 February 1995 at 10:00, at front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Description: Unit E207, Osizweni, District of Newcastle, in extent four hundred and fifty (450) square metres.

Postal address: —

Improvements: Vacant plot, held by the Defendant in his name under Deed of Transfer G003979/88.

1. The property will be sold by the Sheriff, by public auction to the highest bidder, but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys, and is subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 39 York Street, Newcastle/P.O. Box 717, Newcastle.

Dated at Newcastle this 10th day of November 1994.

G. C. Coetzee, for De Jager Steyn Maritz Inc., Plaintiff's Attorney, Fourth Floor, United Building, 50 Scott Street, P. O. Box 117, Newcastle, 2940. [Tel. (03431) 5-2226.]

Case 9592/93

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 **Darrel Dion Schrieber**, First Defendant, and **Felicite Patricia Schrieber**, 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, 3 February 1995 at 10:00:

Description: Section 4, as shown and more fully described on Sectional Plan SS440/92, in the scheme known as Lall Place 2, in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area according to the said sectional plan is 61 (sixty-one) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST5942/93; and

An exclusive use area described as G4, measuring 192 (one hundred and ninety-two) square metres being as such part of the common property, comprising the land and the scheme known as Lall Place 2 in respect of the land and building or buildings situated at Durban, City of Durban, as shown and more fully described on Sectional Plan SS440/92, held under Notarial Deed of Cession SK1103/93.

Physical address: 4 Lall Place, 2 Bonela, Cato Manor, Natal.

Zoning: Special Residential.

The property consists of the following: Duplex comprising: Downstairs a living room, bedroom and kitchen. Upstairs: Two bedrooms, bathroom and toilet.

There is the exclusive use of a garden and an open parking bay.

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 12th day of December 1994.

Goodricks, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7146/mvr.)

2. The property will be sold voetstoots.

3. The purchaser shall be liable for the payment of interest on the rate of twenty-two per cent (22%) per annum to the Execution Creditor's/Plaintiff's attorneys from the date of sale to the date of registration of transfer.

4. Transfer shall be effected by the attorneys for Execution Creditor's/Plaintiff's attorneys and the purchaser shall pay all transfer costs, including duty, current rates, taxes and other charges necessary to effect transfer, on request by the said attorneys.

5. The full conditions of sale may be inspected at the office of C. Sewpershad & Company, 23 Moss Street, Verulam, and at the office of the Sheriff for the Magistrate's Court, Inanda Area Two (2), Suite 7, Forsum Centre, 314 Old Main Road, Tongaat.

Dated at Verulam on this the 11th day of January 1995.

C. Sewpershad & Co., Execution Creditor's Attorney, 23 Moss Street, Verulam.

Case 40462/94

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

In the matter between **ABSA Bank Limited**, trading as Trust Bank, Execution Creditor, and **Russell Howard Pearce**, Execution Debtor

In pursuance of a judgment granted on 27 June 1994, in the Magistrate's Court, Durban, and under writ of execution issued thereafter, dated 27 June 1994, the immovable property listed hereunder will be sold in execution on 14 February 1995 at 14:00, in front of the Magistrate's Court, Somsteu Road, Durban, consists of, to the highest bidder:

Description: Lot 3 of Lot 14, No. 1547, situated in the City of Durban, Administrative District of Natal, in extent three thousand two hundred and six (3 206) square metres.

Postal address: 10 Monteith Place, Durban North.

Improvements: Vacant plot.

Town-planning zone: Residential.

Town-planning: Zoning.

All race groups entitled to occupy.

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 hereunder.

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 Execution Creditor's attorney to be furnished to the Sheriff for the Magistrate's Court, within 14 days of the date of the sale.

3. The purchaser shall pay auctioneer's charges on the day of the sale and in addition, transfer dues, costs of transfer plus arrear rates and other charges necessary to effect transfer, upon request by the attorneys for the Execution Creditor.

The full conditions may be inspected at offices of the Sheriff, for the Magistrates Court, or at our offices.

Dated at Durban on this 9th day of January 1995.

Berkowitz Kinkel Cohen Wartski Greenberg, 18th Floor, 88 Field Street, Durban, 4001.

**ORANGE FREE STATE
ORANJE-VRYSTAAT**

Saak 1583/94

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

In die saak tussen **Escom Financing Company (Pty) Ltd**, Eiser, en **Richard Roland Calvert** en **Johanna Phillipina Johannes Calvert**, Verweerders

Ten uitvoering van 'n vonnis van die Hooggereghof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerders plaasvind te die Landdroskantoor, Parys, op 8 Februarie 1995 om 10:00, naamlik:

Resterende gedeelte van Erf 359, geleë in die dorp en distrik Parys, groot 981 vierkante meter, en bekend as Van Collerstraat 42A, Parys.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit sitkamer, eetkamer, kombuis met ingeboude kaste, twee badkamers, drie slaapkamers, pakkamer, garage en buitekamer, diefstaling en betonomheining met sinkdak.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 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 gedurende kantoorure.

J. P. Smit, p.a. Naudes, Eiser se Prokureur, Trustfonteingebou, Posbus 153, Bloemfontein. (Verw. J. P. Smit.)

Saak 3523/92

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

In die saak tussen **United Bank**, Eiser, en **A. E. Phangoa**, 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, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 3 Februarie 1995 om 11:00, 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:

Die Verweerder se reg van huurpag ten opsigte van Perseel 22249, geleë in dorp Thabong, distrik Welkom, ook bekend as Perseel 22249, New Jerusalem, Thabong, Welkom, groot 340 (driehonderd-en-veertig) vierkante meter, soos aangedui op Algemene Plan L55/1989, en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL7268/1990, geregistreer op 23 Julie 1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, kombuis, drie slaapkamers en badkamer met toilet.

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: 22 Desember 1994.

L. D. Y. Booyen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 227, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21491.)

Saak 2811/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk** (Reg. No. 86/04794/06), voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Ndumiso Jacques Pakade**, Eerste Eksekusieskuldenaar, en **Kiekantsemang Florah Pakade**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 1 Oktober 1994, en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroshof, Odendaalsrus, op 3 Februarie 1995 om 09:00:

Erf 1433, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 376 (drie sewe ses) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL4812/1988, geregistreer op 15 Desember 1988, en onderworpe aan sodanige voorwaardes, servitute en minerale regte as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde huurpag.

Verbeterings daarop: Woonhuis met sitkamer, kombuis, slaapkamers, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf 1 Oktober 1994 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Geteken te Odendaalsrus op die 23ste dag van Desember 1994.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak 17908/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank**, Eksekusieskuldeiser, en **E. S. Skhatha**, Eksekusieskuldenaar

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare hof op 14 November 1994, en 'n lasbrief vir eksekusie uitgereik teen Verweerders, sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes as wat ten tye van die verkoping voorgelees word deur die Balju, Bloemfontein-Oos, te die perseel geleë te die Landdroskantore, Bloemfontein (Peetlaan-ingang), op Vrydag, 10 Februarie 1995 om 10:00, naamlik:

Sekere Erf 18343, geleë in die dorp Manguang, distrik Bloemfontein, bekend as 18434, Fase 2, Manguang, groot 264 (tweehonderd vier-en-sestig) vierkante meter, gehou kragtens Verbandakte BL487/1990 (onderworpe aan alle terme en voorwaardes daarin uiteengesit).

Terme: Die koper sal onmiddellik na afloop van die veiling 10% (tien persent) van die koopsom en afslaaersgelde aan die Geregsbode van die Hof betaal, in kontant, en sal sekuriteit stel vir die balans van die koopsom deur die verskaffing van 'n aanvaarbare bank- of bouverenigingwaarborg binne 'n periode van veertien (14) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes lê ter insae ten kantore van die Geregsbode van die Hof en te E. G. Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein hierdie 9de dag van Desember 1994.

E. G. Cooper & Seuns, Balju van die Hof, Barnesstraat 5, Posbus 27, Bloemfontein-Oos. [Tel. (051) 47-3374/8.]

Case 13419/94

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

In the matter between **Grahamstown Building Society**, Plaintiff, and **Gertruida Estelle Muller**, Identity Number 5509180046000, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bloemfontein, granted on 1 September 1994 and a warrant of execution the following property will be sold in execution with/without reserve to the highest bidder on Friday, 27 January 1995 at 10:00, at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, by the Sheriff, Bloemfontein East, namely:

Erf 22741 (Bloemfontein Extension 147), situated in the City and District of Bloemfontein, measuring 684 (six hundred and eighty-four) square metres, held by the Mortgagor by Deed of Transfer T12360/92, subject to the conditions referred to therein, and to the reservation of mineral rights.

Consisting of: External walls (hollow shell) of dwelling-house with toilet therein, tiled roof and concrete fence, situated at 69 Welwitchia Road, Lourier Park, Bloemfontein.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance within fourteen (14) days shall be paid or shall be secured by a bank or building society. The sale shall in all respects be governed by the Magistrates' Courts Act of 1944 and the rules made thereunder or any amendment thereof or substitution thereof and subject thereto. The property shall be sold voetstoots to the highest bidder. The purchaser shall be liable and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Court or for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State) or any amendment thereof or substitution therefor.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance within fourteen (14) days shall be paid or shall be secured by a bank or building society. The sale shall in all respects be governed by the Magistrates' Courts Act of 1944 and the rules made thereunder or any amendment thereof or substitution thereof and subject thereto. The property shall be sold voetstoots to the highest bidder. The purchaser shall be liable and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Court or for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State) or any amendment thereof or substitution therefor.

Conditions of sale: The full conditions of sale may be inspected prior to the sale at the office of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

D. A. Honiball (ND2604), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 48-3145/6/7.]

Saak 443/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Ntshiuwa Eaglet Mofolo**, Verweerder

Ingevolge uitspraak van die Landdros van Botshabelo, en 'n lasbrief tot geregtelike verkoping gedateer 17 Oktober 1994, sal die ondervermelde eiendom op 3 Februarie 1995 om 11:00, te die Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Eienaarskap tot Perseel U1537, in die dorp Botshabelo, distrik Botshabelo, groot 240 vierkante meter soos aangedui op Algemene Plan PB435/1986, gehou kragtens Grondbrief 1009/1987 gedateer 27 April 1987.

Bestaande uit enkelverdieping viervertrekwoonhuis.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Botshabelo nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureurs, Derde Verdieping, Permgebou, Maitlandstraat 45; Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 19157/90

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Trustbank**, Eiser, en **Jacobus Gustavus Smit**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 30 Oktober 1990 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 10 Februarie 1995 om 10:00, by die Peetlaaningang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaaers aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere: Erf 11382, geleë in die stad en distrik Bloemfontein, groot 738 vierkante meter, gehou kragtens Transportakte T854/1968, 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 in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopsdatum 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 13de dag van Desember 1994.

P. H. T. Colditz, Prokureur vir Eiser, p.a. Schoeman Maree Ing., Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Saak 6029/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank Bepers**, handeldrywende as Trustbank, Eiser, en **Phakamile Daniel Jama**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 10 Junie 1993 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 10 Februarie 1995 om 10:00, by die Peetlaaningang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaaers aan die persoon wat die hoogste aanbod maak, naamlik:

1. Sekere Erf 11923, Mangaung, distrik Bloemfontein, en gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL6252/92.

2. Sekere Erf 11784, Mangaung, distrik Bloemfontein, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL1438/92.

3. Sekere Erf 1115, Kagisanong, distrik Bloemfontein, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL2462/87.

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 verkoopsdatum 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 9de dag van November 1994.

P. H. T. Colditz, Prokureur vir Eiser, p.a. Schoeman Maree Ing., Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Saak 281/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KOPPIES GEHOU TE KOPPIES

In die saak tussen **Nedcor Bank Bepers** (Reg. No. 51/00009/06) (voorheen Nedperm Bank Bepers), Eksekusieskuldeiser, en **Masabata Patricia Mohutsiwa**, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros te Koppies, en lasbrief vir eksekusie uitgereik deur bogemelde Agbare Hof, sal die ondervermelde eiendom op Vrydag, 10 Februarie 1995 om 10:00, te die Landdroskantoor, Koppies, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die reg, titel en belang in en ten aansien van:

Perseel 109, geleë in die dorp Kwakwatsi, distrik Koppies, groot driehonderd-en-vyf (305) vierkante meter, gehou kragtens Transportakte TL4781/88, geregistreer op 13 Desember 1988.

Die volgende verbeterings is na bewering daarop aangebring, maar niks in hierdie verband word gewaarborg nie: Losstaande baksteen- en/of sementbesigheidsgebou, onder sinkdak, bestaande uit vyf vertrekke.

Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju, Koppies, betaal.

Die balans plus rente teen 21% (een-en-twintig persent) per jaar moet verseker word deur 'n bank of ander goedgekeurde waarborg, betaalbaar teen registrasie van die reg van huurpag en moet binne 14 (veertien) dae na datum van verkoping gelewer word.

Volledige verkoopvoorwaardes lê ter insae by die Balju te Koppies, en by die Eiser se prokureurs en sal deur die Balju op die dag van die verkoping uitgelees word.

Geteken te Koppies op hierdie 6de dag van Januarie 1995.

P. R. de Wet, vir De Wet & Du Toit, Prokureurs vir Eiser, Kerkstraat 26A; Posbus 21, Koppies, 9540.

Saak 10812/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eksekusieskuldeiser, en **G. F. Rogl**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 22 November 1994, in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 17 Februarie 1995 om 11:00, te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere: Erf 1011, Mt Ayliffstraat 31, St Helena, Welkom, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, geleë te die stad Welkom (St Helena), distrik Welkom, gehou kragtens Akte van Transport T1401/88, geregistreer op 12 Februarie 1988, en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitgegeboue: Sit-, eet- en familiekamer, kroeg, vyf slaapkamers, drie badkamers, kombuis en ontbythoekie.

Buitegeboue: Dubbelmotorafdek, kroeg, opwaskamer, bediendekamer en toilet, swembad en sauna.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf 17 Februarie 1995, tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 5de dag van Januarie 1995.

M. J. Rossouw, vir Rossouw & Vennote, Prokureurs vir Eiser, Derde Verdieping, Unitedgebou, Rykstraat; Posbus 455, Welkom, 9460.

Saak 10996/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eksekusieskuldeiser, en **M. J. Letele**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 24 November 1994, in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 17 Februarie 1995 om 11:00, te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere: Erf 7331, Meyerstraat 39, Reitzpark, Welkom, groot 833 (agthonderd drie-en-dertig) vierkante meter, geleë te die Stad Welkom, distrik Welkom, gehou kragtens Akte van Transport T20666/93, geregistreer op 24 November 1993, en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitgegeboue. Drie slaapkamers, sitkamer, eetkamer, badkamer en kombuis.

Buitegeboue: Enkelmotorhuis en bediendekamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,75% (vyftien komma sewe vyf persent) per jaar vanaf 17 Februarie 1995, tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 5de dag van Januarie 1995.

M. J. Rossouw, vir Rossouw & Vennote, Prokureurs vir Eiser, Derde Verdieping, Unitedgebou, Rykstraat; Posbus 455, Welkom, 9460.

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Martha Susanna Isabella Botha**, 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, Engelbrechtstraat, Viljoenskroon, op Vrydag, 10 Februarie 1995 om 09:00, nl.:

Sekere gedeelte bekend as Verblyding 2369, van die plaas Bracken Hill 1192, distrik Koonstad, groot 171,3064 hektaar.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie. Die verbeterings bestaan uit 'n woonhuis van stewige konstruksie, stoor en werkershutte. Die eiendom is verdeel in drie kampe met veewerende omheining, drie boorgate, windpompe en vier reservoirs. Ongeveer 100 hektaar droë lande, res redelik goeie weiding. Die eiendom is 28 km oos van Viljoenskroon geleë.

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 bougenootskapswaarborg 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 Viljoenstraat 3, Viljoenskroon, gedurende kantoorure.

A. Richter, Balju van die Hooggeregshof vir die distrik Viljoenskroon, Viljoenstraat 3, Posbus 138, Viljoenskroon, 9520. [Tel. (056) 3-0054 (alle ure).]

D. J. Nortier, vir Naudes, Eiser se Prokureur, Tweede Vlak, Trustfonteingebo, St Andrewstraat 151, Posbus 153, Bloemfontein.

VERKOPING

Die verkoping sal gehou word by die Landdroskantoor te Parys op Woensdag, 8 Februarie 1995 om 10:00.

Nedcor Bank Beperk, Eksekusiekrediteur

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

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

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

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

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

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

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan, tesame met die Balju se kostes, onmiddellik na die verkoping, in kontant of deur bankgewaarborgde tjeks, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping.

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

(g) Die volledige voorwaardes van verkoop is beskikbaar by die kantoor van die Balju, Parys.

Saaknommer: 594/94.

Vonnisskuldenaar: T. S. & M. A. Dithakanyane.

Eiendom: Erf 3016, Tumahole, Parys.

Verwysing: C. F. Swanepoel/ej/SAP835/N4425.

Beskrywing: 'n Woonhuis met twee slaapkamers, sitkamer, badkamer en kombuis.

Groot: 360 (driehonderd-en-sestig) vierkante meter.

Parys: 5 Januarie 1995.

C. F. Swanepoel, vir De Villiers & Joynt, Eiser se Prokureur, Dolfstraat 63, Posbus 43, Parys, 9585. [Tel. (0568) 2181/2/3.]

Saak 3625/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk**, Eksekusieskuldeiser, en **M. R. Matima**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 5 Desember 1994 in die Landdroshof te Welkom sal die Eksekusieskuldenaar se reg, titel en belang van die volgende eiendom verkoop word op Vrydag, 17 Februarie 1995 om 11:00 te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere Perseel 1261, groot 270 (twee honderd-en-sewentig) vierkante meter, geleë te die dorpsgebied Thabong, distrik Welkom, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL2213/87 en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitegeboue.

En sekere Perseel 8269, groot 1 051 (een duisend een-en-vyftig) vierkante meter, geleë te die dorpsgebied Thabong, distrik Welkom, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL127/88 en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 21% (een-en-twintig persent) per jaar vanaf 17 Februarie 1995 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 6de dag van Januarie 1995.

M. J. Rossouw, vir Rossouw & Vennote, Prokureur vir Eiser, Derde Verdieping, Unitedgebou, Rykstraat, Posbus 455, Welkom, 9460.

Saak 14774/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eksekusieskuldeiser, en **G. J. Fourie**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 18 November 1994 in die Landdroshof te Welkom sal die volgende eiendom verkoop word op Vrydag, 17 Februarie 1995 om 11:00 te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere Erf 7143, Meyerstraat 6, Reitzpark, Welkom, groot 833 (agthonderd drie-en-dertig) vierkante meter, geleë te die stad Welkom, Uitbreiding 11, distrik Welkom, gehou kragtens Akte van Transport T1575/91 en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitegeboue, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. *Buitegeboue:* Enkel motorhuis, bediendekamer en toilet.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 25,165% (vyf-en-twintig komma een ses vyf persent) per jaar vanaf 8 Februarie 1995 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 6de dag van Januarie 1995.

M. J. Rossouw, vir Rossouw & Vennote, Prokureur vir Eiser, Derde Verdieping, Unitedgebou, Rykstraat, Posbus 455, Welkom, 9460.

Saak 141/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHULIE GEHOU TE SPRINGFONTEIN

In die saak tussen **L & M Motors**, Eksekusieskuldeiser, en **mev. M. H. Labuschagne**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof, Springfontein, en 'n lasbrief vir eksekusie gedateer 11 November 1994, sal die volgende eiendom op Vrydag, 17 Februarie 1995 om 10:00, te Van Riebeeckstraat 21, Springfontein, verkoop word:

Verweerder se reg, titel en belang in die eiendom geleë te Van Riebeeckstraat 21, Springfontein.

Die voorwaardes van verkoop is ter insae by die Baljukantoor te Bethulie.

Geteken te Bloemfontein op 11 Januarie 1995.

J. G. Botha, Prokureur vir Eksekusieskuldeiser, Derde Verdieping, Sondagskoolgebou, Maitlandstraat, Bloemfontein.

Case 7676/94

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

In the matter between **J. L. Booysen**, Plaintiff, and **Botha, D. J.**, Defendant

In pursuance of a judgment by the Magistrate of Bloemfontein and a warrant of execution dated 4 November 1994, the following property will be sold in execution on Friday, 3 February 1995 at 10:00, at Peetlane Entrance, at the Magistrate's Court in Bloemfontein, of 70 Paul Roux Street, Dan Pienaar, Bloemfontein.

Double storey house with four bedrooms, two sitting rooms, kitchen, study, dining-room, two bathrooms, two garages, swimming-pool, maid's room and shower.

Take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Magistrate's Court, fourteen (14) days prior to the sale.

Dated at Bloemfontein on this the 11th day of January 1995.

P. J. Vorster, for Vorster & Partners, Provost Building, First Floor, 150 Maitland Street, Bloemfontein. [Tel. (051) 47-2407.]

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN
EMFONTEIN GEHOU TE BLOEMFONTEIN**

In die saak tussen **J. L. Booysen**, Eiser, en **Botha, D. J.**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof, Bloemfontein, en 'n lasbrief vir eksekusie gedateer 4 November 1994, sal die ondergemelde eiendom geregtelik verkoop word op Vrydag, 3 Februarie 1995 om 10:00, te Peetlaan-ingang, van die Landdroshof, Bloemfontein, te wete Paul Rouxstraat 70, Dan Pienaar, Bloemfontein.

Luukse dubbelverdiepinghuis met vier slaapkamers, twee sitkamers, kombuis, studeerkamer, eetkamer, twee badkamers, twee motorhuise, swembad, bediendekamer en stort.

Neem verder kennis dat verkoopvoorwaardes 14 dae voor datum van veroop te die Balju van die Landdroshof, Bloemfontein-Wes, ter insae sal lê.

Geteken te Bloemfontein hierdie 11de dag van Januarie 1995.

P. J. Vorster, Prokureur vir Eiser, Eerste Verdieping, Provostgebou, Maitlandstraat 150, Bloemfontein. [Tel. (051) 47-2407.]

**PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS**

TRANSVAAL

PHIL MINNAAR BK

(Reg. No. BK93/29245/23)

INSOLVENTE BOEDELVEILING: RUIM VIERSLAAPKAMERWOONHUIS, TZANEEN

In opdrag van die Voorlopige Kurator in die insolvente boedel **G. J. en M. C. P. Smith**, Meestersverwysing T3640/94, verkoop ons die ondervermelde eiendom per openbare veiling op Maandag, 23 Januarie 1995 om 11:00:

Plek van veiling: Kareestee 3, Arborpark, Tzaneen.

Beskrywing van eiendom: Erf 2099, ook bekend as Kareestee 3, Arborpark, Tzaneen, Registrasieafdeling LT, Transvaal.

Groot: 1 463 m².

Verbeterings: Hierdie staan/teëldakwoning bestaan uit vier slaapkamers, sitkamer, eetkamer, TV-kamer, oopplankombuis, aparte waskamer, spens, 2½ badkamers, dubbeltoesluitmotorhuis, bediendekamer met geriewe, teëls, plaveisel, ommuur en netjiese gevestigde tuin.

Terme: 10% (tien persent) Deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 14 dae na aanvraag. Afslaerskommissie betaalbaar deur koper met 14% (veertien persent) B.T.W. daarop.

Besigtiging: Daaglik vanaf 10:00 tot 17:00.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1/2. Faks. (012) 322-9263.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: THREE-BEDROOMED HOME WITH POOL, CAPITAL PARK, PRETORIA

Duly instructed by the Trustee in the insolvent estate **I. Dreyer**, Master's Ref. T1590/94.

We will sell Tuesday, 31 January 1995 at 11:00, on Site 352, Behreng Street, Capital Park, Pretoria.

Stand 1496, measuring 1 174 square metres.

Three bedrooms, lounge, dining-room and bathroom.

View by appointment.

Terms: 20% (twenty per centum) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation.

For further info contact Greg of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: TWO-BEDROOMED DUPLEX, DASPOORT, PRETORIA

Duly instructed by the Trustee in the insolvent estate **L. Park**, Master's Ref. T4406/94.

We will sell Wednesday, 25 January 1995 at 11:00, on Site 13, Lorandia Flats, 832 Taljaard Street, Daspoort, Pretoria.

Two bedrooms, lounge, dining-room, garden and lock-up garage.

View by appointment.

Terms: 20% (twenty per centum) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation.

For further info contact Greg of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

MEYER AFSLAERS BK

(Reg. No. CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE FAMILIE WONING TE BRAKPAN, PLUS SWEMBAD

Behoorlik daartoe gelas deur die Voorlopige Kurator in die insolvente boedel **J. A. van Aswegen**, Meestersverwysing T2818/94, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 2466, geleë te Joneslaan 16, Brakpan.

Grootte: 991 vierkant meter.

Verbeterings: Drie slaapkamers, twee badkamers, sit-/eetkamer, kombuis, stoep, dubbele motorhuis, onthaal area, swembad en bediende kwartiere.

Plek: Op die perseel: Joneslaan 16, Brakpan.

Datum en tyd: Dinsdag, 24 Januarie 1995 om 11:00.

Afslasersnota: Goed geleë naby skole en winkels.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daaglik of reël met Afslasers.

Verdere navrae: Kontak Anna van der Watt: Meyer Afslasers/Eiendomsagente. Tel. (012) 323-7821 of (N/u) (012) 45-4835 of Faks. (012) 324-5119. Cell. 082-448-393-2.

PETER WILLIAMS PROPERTY AUCTIONS

(Reg. No. 83/3833)

INSOLVENT ESTATE SALE OF ATTRACTIVE, ARCHITECT-DESIGNED FAMILY RESIDENCE, LYDIANA

Duly instructed thereto by the Trustee in the insolvent estate of **L. Ondrejko**, Master's Ref. T2565/94, we will sell, subject to confirmation, on Saturday, 28 January 1995 at 10:00, on the spot, i.e. 42 Ysterhout Avenue, Lydiana, the undermentioned property Erf 95, Lydiana, measuring 1 983 square metres, being 42 Ysterhout Avenue, on which is erected:

An extremely well-appointed architect-designed north-facing family residence of main bedroom with walk-in cupboards, bathroom with toilet, shower and bidet and sliding doors leading onto private sun patio, three further bedrooms with bathroom and separate shower, study with attractive Japanese elm cupboards and bookshelves, small store-room, spacious lounge/dining-room with marble-top bar and sliding doors onto a large sun patio with braai facilities and private swimming-pool area.

A well-appointed kitchen with numerous cupboards, stove with built-in oven and microwave oven, scullery and laundry, above the bedroom wing will be found an attic/TV-room and sewing room.

Outbuildings of servant's room, small kitchen and bathroom, three garages with hobby room, four carports situated in a brick driveway and entrance with security gates and complete alarm system. A further feature is a bore-hole with automatic sprinkler system.

Auctioneer's note: As can be ascertained from the above, this property offers many luxurious features too numerous to mention. Prospective purchasers are urged to view this unique, well-planned and interesting home.

Terms: 15% (fifteen per centum) deposit on day of sale and balance within 30 days of confirmation.

Financing: A substantial building society bond is available to an approved purchaser.

Viewing: Daily from 16 January 1995 from 10:00 to 18:00.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 335-2931/2.

VAN'S AFSLAERS**VEILING: MEENTHUIS**

In opdrag van die Kurator van insolvente boedel **Jo Whelpton**, T43/94, verkoop Van's Afslers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 27 Januarie 1995 om 11:00, te Panbultstraat 704, Faerie Glen, Pretoria:

Beskrywing: Erf 1829, Faerie Glen.

Groot: 1 182 m².

Verbeterings: Vier slaap-, twee bad-, studeer-, gesins- en sit-/eetkamer, kombuis, opwas, spens, ontvangs, binnetuine, bediendekamer, motorhuise, afdak en swembad.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslers (012) 335-2974.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

ISOLVENT ESTATE AUCTION: ONE AND A HALF BEDROOMED FLAT, FULL SECURITY, ARCADIA, PRETORIA

Duly instructed by the Trustee in the insolvent estate **L. J. C. Schultz**, Master's Ref. T3844/94.

We will sell Thursday, 26 January 1995 at 11:00, on site.

One and a half bedrooms, lounge cum dining-room, bathroom, seperate w.c., spacious kitchen, situated in a secure building, 7 Parkhurst Flats, 609 Park Street, Arcadia, Pretoria.

View by appointment.

Terms: 20% (twenty per centum) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation.

For further info contact Greg of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

BID-A-BID AUCTIONEERS**SALE BY AUCTION**

Duly instructed by the Liquidator of **Zuurbekom 373 CC** (in liquidation), Master's Ref. T474/94, we will sell certain Plot 373, Zuurbekom at the premises 373 Fourth Street, West Rand Agricultural Holding Zuurbekom, on Tuesday, 24 January 1995 at 10:30.

Terms: 20% (twenty per centum) Deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BENONI: NORTHMEAD: OLDE WORLD CHARM

Duly instructed by the Trustee in the insolvent estate **G. van Rooyen de la Rey**, Master's Ref. T1870/94, we will sell by public auction completely without reserve to the highest bidder and immediate confirmation, the property described below on Tuesday, 24 January 1995 at 11:00, 35 Third Avenue, Northmead, Benoni.

Being Erf 3093, measuring 1 357 square metres comprising three bedrooms, bathroom, lounge, dining-room, family room, study, sun rooms, kitchen with scullery, store-rooms, pool, garage with three carports, super oregon pine floors and pressed ceilings.

Viewing: Monday, 23 January 1995, security guard in attendance.

Directions: Great North Road (Tom Jones) left/right at Fifth Road and left into Third Street.

Terms: 20% (twenty per centum) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Subject to seven (7) days confirmation.

For further particulars please contact the Auctioneer's at 786-9606 and 786-9505.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE J. J. AND A. H. VAN ZYL, MASTER'S REFERENCE T2203/94

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot, 10 Phillip Street, Leondale, Germiston, on Friday, 27 January 1995 at 10:30, the following:

Five-bedroomed home, Leondale.

Certain Stand 160, situated at 10 Phillip Street, Leondale, Roodekop, Germiston, measuring approximately 974 square metres, upon which is erected a residence built of plastered brick under a tiled roof comprising:

Tiled lounge, tiled dining-room/playroom, fully tiled and fitted kitchen, five bedrooms, fully tiled bathroom, fully tiled toilet, maid's room with tiled floor and tiled toilet (could be used at an outside playroom), built-in braai with slasto floor and concrete fencing.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view—watchman in attendance.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax (011) 333-3460.]

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: J. J. N. AND A. C. VAN DER MERWE, MASTER'S REFERENCE NUMBER T3288/94

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 11 Waaigras Street, Birchleigh North, District of Kempton Park, Gauteng, on Wednesday, 25 January 1995, commencing at 12:00, a four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: G. F. MOORE, MASTER'S REFERENCE NUMBER T2335/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 15 Wellington Avenue, Airfields, District of Benoni, Gauteng, on Thursday, 26 January 1995, commencing at 12:00, a four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: L. AND L. J. HOVELL, MASTER'S REFERENCE NUMBER T3366/94

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 87 Strydpoort Street, Albertsdal Extension 8, District of Alberton, Gauteng, on Thursday, 26 January 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: E. G. AND M. A. VAN STADEN, MASTER'S REFERENCE NUMBER T2012/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 11 Henderson Avenue, Brakpan North, District of Brakpan, Gauteng, on Thursday, 26 January 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: G. H. S. DE KLERK, MASTER'S REFERENCE NUMBER T2234/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 8 Begal Avenue, Norkem Park Extension 2, District of Kempton Park, Gauteng, on Wednesday, 25 January 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: J. VAN EMMENIS, MASTER'S REFERENCE NUMBER T2040/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 8 Boreas Avenue, Bedworth Park, District of Vereeniging, Gauteng, on Wednesday, 25 January 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: L. F. AND T. K. J. VILJOEN, MASTER'S REFERENCE NUMBER T1362/92

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 49A Verwoerd Drive, Meyerton South, Municipal District of Meyerton South, Gauteng, on Tuesday, 24 January 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS**INSOLVENT ESTATE AUCTION: TWO BEDROOMED DUPLEX, COVERED PARKING, SILVERTON, PRETORIA**

Duly instructed by the Trustees in the insolvent estate **H. F. van Wyk**, Master's Reference T1958/94, we sell at site Tuesday, 31 January 1995 at 14:00, on site:

Two-bedroomed duplex, kitchen, enclosed courtyard, paved braai area, lounge and bathroom.

View by appointment.

No. 20 Waleni Flats, 126 James Drive, Silverton, Pretoria.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

DIPPENAAR EN BOOYSEN (EDMS.) BPK., SE VENDUSIES

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **P. J. en A. M. Nel**, Boedel T3265/94, sal ons die ondergenoemde goedere sonder inhoudsprys per publieke veiling verkoop op Vrydag, 27 Januarie 1995 om 10:00, by ons verkoopslokale, geleë te Voortrekkerweg 5, Potgietersrus.

Die algehele inhoud van die winkel bekend as letz Nietz wat hoofsaaklik Mary Lou-produkte hanteer het en wat onder andere uit die ondergenoemde goedere bestaan:

Juki-omkapmasjien, Elna Casio-naaimasjien, twee Elna-naaimasjiene, Singer-naaimasjien, snytafels, werksblaaie, Dennehoutmuureenhede, Tisa rekenaar met skerm, sleutelbord en drukker, groot hoeveelhede Hollandse kant, rolle materiaal, materiaal monsters, stukke materiaal, duvets, lakenstelle, kussings, blinders, lint, sneesdoekhouers, kantgordyne, tafeldoekstelle, lampskerms en lampe, eetstelle, laslappies, groot hoeveelhede ornamente, speëls, muurpapier, monsterboeke, skinkborde, ornamentele blikhouers, bekere, sout- en peperstelle, glasware, geskenkpapier, en 'n groot hoeveelheid snuistery wat normaalweg in hierdie soort winkels aangetref word. Ronde houttafeltjies, kroegstoele, laaikas, glastafel, enkelbeddens, Wapstofsuiers, Kiaat kassies, staalkabinet, stryplank, tafel met stoele, tiksterstoel, sakrekenaars, muureenhede, Origen Pine riempiebank en 'n gemakstoel, speseryrakke, Origen tafeltjies, vier stuk sitkamerstel, koffietafels, TV-vertoonkas, Blaupunkt TV, boekrak, Hitachi wasmasjien, tafel en stoel, Phillips voedselverwerker en hoeveelheid tuingereedskap.

Afslasersnota: Al die goedere in die winkel is nuut en bestaan uit 'n groot verskeidenheid. Spasie ontbreek om alles te omskrywe. U moet nie hierdie veiling misloop nie. Onthou: Alles moet verkoop word. Hier is geen inhoudsprys nie.

Betalingsvoorwaardes: Slegs kontant of gewaarmerkte tjeks.

Besigtiging: Vanaf 9:00 op die dag van die veiling.

Nadere besonderhede van die afslasers: Dippenaar en Booysen (Edms.) Bpk., Posbus 199, Potgietersrus. Tel. 2235 en 2207. Na-ure: 0154-6427.

CAPE • KAAP**VENTER & VENNOTE****PUBLIEKE VEILING: BOEDEL WYLE G. J. P. KRIEL**

In opdrag van die Eksekuteur in bostaande boedel sal die ondergemelde onroerende eiendomme verkoop word per publieke veiling op Saterdag, 4 Februarie 1995 om 09:30, te die onderskeie persele:

Woonhuis te: Erf 342, Richmond, geleë in die Munisipaliteit Richmond, groot 2 427 vierkante meter.

Verbeterings: Woonhuis, buitegeboue en waenhuis (waarvan niks gewaarborg word nie).

Besigheidsperseel te: Erf 402, Richmond, geleë in die Munisipaliteit Richmond, groot 461 vierkante meter.

Verbeterings: Supermarkgebou en pakkamer (waarvan niks gewaarborg word nie).
amer (waarvan niks gewaarborg word nie).

Verkoopvoorwaardes: Ter insae by Afslaer.

Terme: 10% (tien persent) op die dag van die veiling en balans by registrasie van oordrag.

Afslaer: Venter & Vennote, Voortrekkerstraat 47; Posbus 22, De Aar. Telefoon. (05363) 6-0846.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, CERES op 10 Februarie 1995 om 10:00 voor die Landdroskantoor te CERES die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van die plaas VERLORENVALLEY NR 344 in die Afdeling Ceres

GROOT: 1 348,0571 hektaar

(Blykens Akte van Transport T20745/1964)

(2) Die plaas BLAAUW KOP nr 76 in die Afdeling Ceres

GROOT: 3 136,6445 hektaar

(Blykens Akte van Transport T4929/1975)

in die naam van DANIEL JOHANNES GRIEBENAUW

Ligging van hierdie eiendomme:—

Eiendom (1)

54 km oosnoordoos van Ceres

Eiendom (2)

60 km suidwes van Sutherland

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

2 Woonhuise, buitekamer, stoor en 10 arbeidershuise. 7 Gronddamme, 5 boorgate, fonteine en Katsiesrivier.

Eiendom (2)

Skeerskuur, woonstel, buitekamer en arbeidershuis. 5 Boorgate, suipkrippe, gronddamme, spruit en 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: DDAE 00143 01G/04G/05G/06G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 12 Januarie 1995.

NATAL

RAYNO AUCTIONEERS

PUBLIC AUCTION: ESTATE LATE ESSOP ADAM, MASTER'S REFERENCE No. 7874/92

Duly instructed by the Executrix in the above estate we will offer for sale:

(1) On 27 January 1995 at 13 Centenary Road, Stanger at 10:00, the following property:

Lot 630, Stanger Extension 6, situated in the Borough of Stager, Administrative District of Natal, in extent 1 041 square metres.

The property description is as follows: Four bedrooms (1 en-suite), study, TV, lounge (with en-suite), kitchen, dining-room, lounge, bathroom, toilet, double garage, store-room and servants' quarters.

(2) On Saturday, 28 January 1995 at 10:00, at our salesroom, Balcomb Street, Stangey 1995 at 10:00, at our salesroom, Balcomb Street, Stanger: 1985 Volkswagen Jetta Motor Vehicle.

Full conditions of sale can be inspected at the offices of the Auctioneer at Balcomb Street, Stanger.

IMPORTANT!!

Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1994 to 30 September 1995, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

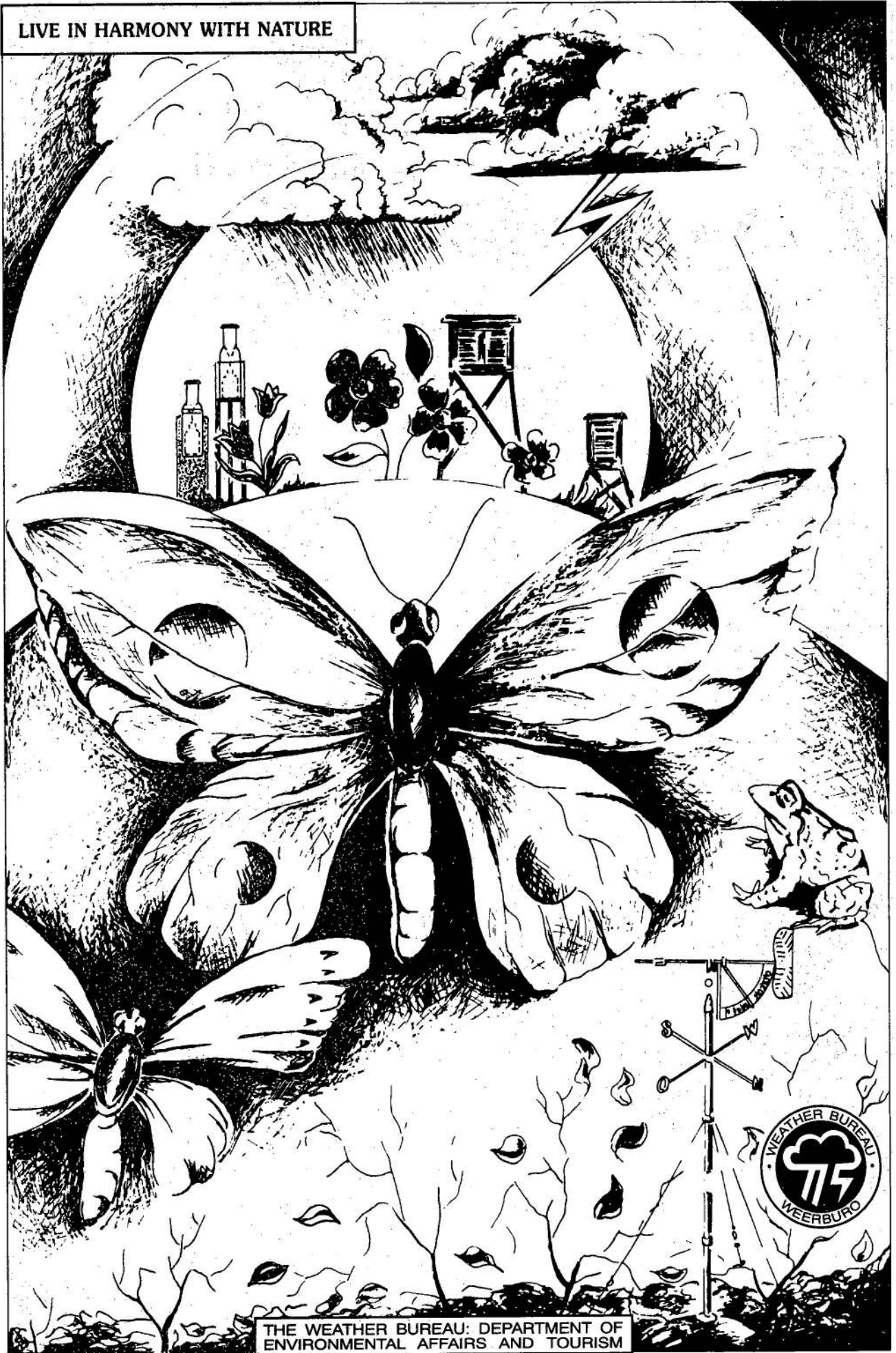
—oOo—

BELANGRIK!!

Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1994 tot 30 September 1995 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylreëling in ooreenstemming te bring.*

LIVE IN HARMONY WITH NATURE



THE WEATHER BUREAU: DEPARTMENT OF
ENVIRONMENTAL AFFAIRS AND TOURISM



LEEF IN HARMONIE MET DIE NATUUR



DIE WEERBURO: DEPARTEMENT VAN
OMGEWINGSAKE EN TOERISME



RECYCLE HERGEBRUIK



Department of Environment Affairs
Departement van Omgewingsake



***I*important**

Please acquaint yourself thoroughly with the
“Conditions for Publication”

of legal notices in the Government Gazette,
as well as the new tariffs in connection
therewith

**See List of Fixed Tariff Rates and Conditions
on front inner pages**

***B*elangrik**

Maak uself deeglik vertrouwd met die
“Voorwaardes vir Publikasie”

van wetlike kennisgewings in die Staats-
koerant, asook met die nuwe tariewe wat
daarmee in verband staan

**Sien Lys van Vaste Tariewe en Voorwaardes
op voorste binnebladsye**

TABLE OF CONTENTS

LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES	9
Sales in execution:	
Provinces: Transvaal.....	9
Cape.....	90
Natal.....	111
Orange Free State	126
Public auctions, sales and tenders	133

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE.....	9
Geregte like verkope:	
Provinsies: Transvaal.....	9
Kaap.....	90
Natal.....	111
Oranje-Vrystaat	126
Openbare veilinge, verkope en tenders	133
