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REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 358

PRETORIA, 13 APRIL 1995

No. 16362

## *LEGAL NOTICES*

## *WETLIKE KENNISGEWINGS*

**B**

**SALES IN EXECUTION AND OTHER PUBLIC SALES**

**GEREGTELIKE EN ANDER OPENBARE VERKOPE**

**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 .....	46,70	65,80	73,80
101— 150 .....	68,40	98,50	110,30
151— 200 .....	93,10	131,30	147,10
201— 250 .....	115,00	164,00	183,60
251— 300 .....	136,80	196,90	220,50
301— 350 .....	161,20	229,70	257,20
351— 400 .....	183,10	262,50	294,00
401— 450 .....	207,70	295,20	330,70
451— 500 .....	229,60	328,10	367,50
501— 550 .....	251,40	360,80	404,20
551— 600 .....	276,10	393,70	441,00
601— 650 .....	297,90	426,30	477,50
651— 700 .....	322,70	459,20	514,40
701— 750 .....	344,50	492,00	551,10
751— 800 .....	366,40	524,80	587,80
801— 850 .....	390,90	557,50	624,50
851— 900 .....	412,70	590,50	661,40
901— 950 .....	437,30	623,20	698,10
951— 1 000 .....	459,20	656,00	734,70
1 001— 1 300 .....	595,90	852,80	955,20
1 301— 1 600 .....	735,30	1 049,50	1 175,50

## CONDITIONS FOR PUBLICATION

## VOORWAARDES VIR PUBLIKASIE

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

### SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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



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

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

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

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

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

#### APPROVAL OF NOTICES

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

#### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

#### LIABILITY OF ADVERTISER

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

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

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

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

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

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

#### GOEDKEURING VAN KENNISGEWINGS

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

#### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPEEKLIKHEID

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.

#### AANSPEEKLIKHEID VAN ADVERTEERDER

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

**COPY**

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

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

- (1) The kind of notice.

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

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

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

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

**PAYMENT OF COST**

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

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

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

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

**KOPIE**

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

**BETALING VAN KOSTE**

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

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

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

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

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

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



**PROOF OF PUBLICATION**

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

**BEWYS VAN PUBLIKASIE**

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

**Important Notice**

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

**Belangrike Kennisgewing**

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

**IMPORTANT ANNOUNCEMENT***Closing times **PRIOR TO PUBLIC HOLIDAYS** for***LEGAL NOTICES**  
**GOVERNMENT NOTICES** **1995***The closing time is **15:00** sharp on the following days:*

- ▶ **16 March**, Thursday, for the issue of Friday **24 March**
- ▶ **6 April**, Thursday, for the issue of Thursday **13 April**
- ▶ **12 April**, Wednesday, for the issue of Friday **21 April**
- ▶ **20 April**, Thursday, for the issue of Friday **28 April**
- ▶ **26 April**, Wednesday, for the issue of Friday **5 May**
- ▶ **8 June**, Thursday, for the issue of Thursday **15 June**
- ▶ **3 August**, Thursday, for the issue of Friday **11 August**
- ▶ **21 September**, Thursday, for the issue of Friday **29 September**
- ▶ **20 December**, Wednesday, for the issue of Friday **29 December**
- ▶ **28 December**, Thursday, for the issue of Friday **5 January 1996**

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

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

**BELANGRIKE AANKONDIGING***Sluitingstye **VOOR VAKANSIEDAE** vir***WETLIKE KENNISGEWINGS**  
**GOEWERMENSKENNISGEWINGS** **1995***Die sluitingstyd is stiptelik **15:00** op die volgende dae:*

- ▶ **16 Maart**, Donderdag, vir die uitgawe van Vrydag **24 Maart**
- ▶ **6 April**, Donderdag, vir die uitgawe van Donderdag **13 April**
- ▶ **12 April**, Woensdag, vir die uitgawe van Vrydag **21 April**
- ▶ **20 April**, Donderdag, vir die uitgawe van Vrydag **28 April**
- ▶ **26 April**, Woensdag, vir die uitgawe van Vrydag **5 Mei**
- ▶ **8 Junie**, Donderdag, vir die uitgawe van Donderdag **15 Junie**
- ▶ **3 Augustus**, Donderdag, vir die uitgawe van Vrydag **11 Augustus**
- ▶ **21 September**, Donderdag, vir die uitgawe van Vrydag **29 September**
- ▶ **20 Desember**, Woensdag, vir die uitgawe van Vrydag **29 Desember**
- ▶ **28 Desember**, Donderdag, vir die uitgawe van Vrydag **5 Januarie 1996**

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

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

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

**TRANSVAAL**

**PH 630**

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited, Plaintiff, and **Vila, Emilio Castro**, Defendant

In execution of 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 182 Progress Avenue, Technikon, Roodepoort, on Friday, 19 May 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 2477, Wilro Park Extension 14, in the Township of Wilro Park, Registration Division IQ, Transvaal, measuring 1 411 m<sup>2</sup>, held by the Defendant under Deed of Transfer T22780/93, being 1020 Bully Brown, Wilro Park Extension 14.

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

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

Dated at Johannesburg on this the 28th day of March 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, 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. Z01250/Mr Livingstone/le.) DX 589 Johannesburg.

**Case 93371/94**

**PH 46**

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Mr Haleni Walter Mashele**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 14 December 1994, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at the Sheriff's Offices, 131 Marshall Street, Johannesburg, to the highest bidder on 12 May 1995 at 10:00:

Certain Section 77, as shown and more fully described on Sectional Plan SS77/86 in the scheme known as City Gardens in respect of the land and building or buildings situated at Johannesburg Township, Local Authority of Johannesburg, measuring 37 square metres, held by Deed of Transfer ST27706/93 (known as 107 City Gardens, 49 Hancock Street, Joubert Park, Johannesburg).

*Conditions of sale:*

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

2. The following improvements on the property is reported but nothing is guaranteed: A unit (flat) residence, constructed of flat pitch roof, plastered ceilings, consisting of lounge/bedroom, kitchen, bathroom and w.c.

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

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

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

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N365.)



## Saak 7621/94

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

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Edina Mary Sharbel Ansara**, Eksekusieskuldenaar Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, nl.

*Eiendom:* Erf 708, Kenmare, Krugersdorp, Registrasieafdeling IQ, Transvaal.

*Ligging:* Clonmellstraat 16, Kenmare, Krugersdorp, in eksekusie verkoop op 3 Mei 1995 om 10:00, deur die Balju by sy kantoor te Klaburghof, Ockersestraat 22B, Krugersdorp.

*Verkoopvoorwaardes:* Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart Redelinghuys Nel & Vennote Ing., Nedbank Mediese Sentrum 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. ADUP/FDJ/DN92.)

## Case 3075/95

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

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Suliman Mahomed Carrim**, 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 in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 12 May 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 2682, Middelburg Extension 9 Township, Registration Division JS, Transvaal (also known as 9 Frankbath Street, Middelburg Extension 9) measuring 980 (nine hundred and eighty) square metres, held under Deed of Transfer T85733/94, subject to the conditions therein and especially subject to the reservation of mineral rights.

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

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

Dated at Pretoria on this the 3rd day of April 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S161/95.)

## Case 21763/94

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Theli Lucas Mashiyane**, 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 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 11 May 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:

All right, title and interest in the leasehold in respect of Erf 7566, situated in the Township of Atteridgeville Extension 3, Registration Division JR, Transvaal, measuring 411 (four hundred and eleven) square metres, held under Certificate of Registered Leasehold TL10258/90, subject to such conditions as are mentioned or referred to in the said deed.

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

Dwelling consisting of lounge, kitchen, two bedrooms and bathroom/w.c.

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

Dated at Pretoria this 3rd day of April 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1297/94.)

## Saak 2075/95

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Henry George David Cochrane**, Eerste Verweerder, en **Cynthia Margaret Rose Cochrane**, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 27 Februarie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 4 Mei 1995 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

*Sekere:* Resterende Gedeelte van Gedeelte 1 van Erf 19, geleë in die dorp Roseville, Registrasieafdeling JR, Transvaal, met straatadres bekend as Smooklaan 571, Roseville, groot 1 276 (eenduizend tweehonderd ses-en-sewentig) vierkante meter, sonering Spesiale Woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, studeerkamer, vier slaapkamers, twee badkamers/w.c., spens, opwas, kombuis, ontspanningskamer en 'n motorhuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrekte word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureur vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0197).]

#### Saak 120/95

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

In die saak tussen **NBS Bank Ltd** (Reg. No. 87/01384/06), Eiser, en **M. L. Sekgogoba**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 25 Januarie 1995, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 5 Mei 1995 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark te die Landdroshof, Vanderbijlpark:

*Eiendom:* Erf 2418, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 291 vierkante meter.

*Verbeterings:* Teëldak, sitkamer, kombuis, drie slaapkamers, badkamer, toilet en omheining.

*Verkoopvoorwaardes:*

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

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping;

(b) die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapswaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

4. Die eiendom word verkoop onderworpe aan die terme en voorwaardes en beperkinge soos neergelê in die titelvoorwaardes van die eiendom.

Gedateer te Vanderbijlpark hierdie 28ste dag van Maart 1995.

Du Plessis Pienaar & Swart, Tweede Verdieping, Ekspasentrum, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. I.50001/ip.)

#### Case 7352/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Petrus Hermanus Willem la Grange**, First Defendant, and **Catharina Elizabeth la Grange**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 24 October 1994 and warrant of execution dated 24 October 1994 the following property will be sold in execution on Wednesday, 10 May 1995 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 635, Crystal Park Township, Registration Division IR, Transvaal.

*Improvements:* Single storey, brick/plaster under tile, entrance hall, lounge, dining-room, study, three bedrooms, kitchen, two bathrooms/w.c., double garage, outside w.c., pool, brick driveway and paving.

Known as 117 Strand Street, Crystal Park, Benoni.

*Terms and conditions:*

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

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

Dated at Benoni on this the 30th day of March 1995.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1302.)



## Saak 150/94

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

In die saak tussen **Amersfoort Dorpsraad**, Eiser, en **N. C. Oosthuizen**, Verweerder

Ingevolge uitspraak van die Landdros van Amersfoort en lasbrief vir eksekusie gedateer 1 Augustus 1994 in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju Amersfoort, voor die Landdroskantore, Sybrand van Niekerkstraat, Amersfoort, gehou op Vrydag, 21 April 1995 om 11:00, volgens voorwaardes wat nou by die Balju te Amersfoort se kantoor te Breëstraat 110, Amersfoort, ter insae lê wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 279, geleë in die dorp Amersfoort, Registrasieafdeling HS, Transvaal, groot 2 855 (tweeënduisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T18323/1989.

Daar is verbeterings op die eiendom aangebring. Dit is 'n beboude erf. Die eiendom staan ook bekend as Sybrand van Niekerkstraat 88, Amersfoort.

Gedateer te Amersfoort op hede die 24ste dag van Maart 1995.

J. de W. Oosthuizen, Prokureur vir Eiser, Breëstraat 110; Posbus 282, Amersfoort, 2490.

## Saak 151/94

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

In die saak tussen **Amersfoort Dorpsraad**, Eiser, en **N. C. Oosthuizen**, Verweerder

Ingevolge uitspraak van die Landdros van Amersfoort en lasbrief vir eksekusie gedateer 1 Augustus 1994 in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju Amersfoort, voor die Landdroskantore, Sybrand van Niekerkstraat, Amersfoort, gehou op Vrydag, 21 April 1995 om 11:00, volgens voorwaardes wat nou by die Balju te Amersfoort se kantoor te Breëstraat 110, Amersfoort, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 275, geleë in die dorp Amersfoort, Registrasieafdeling HS, Transvaal, groot 2 855 (tweeënduisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T18322/1989.

Daar is geen verbeterings op die eiendom aangebring nie. Dit is 'n leë erf.

Die eiendom staan ook bekend as Sybrand van Niekerkstraat 84, Amersfoort.

Gedateer te Amersfoort op hede die 24ste dag van Maart 1995.

J. de W. Oosthuizen, Prokureur vir Eiser, Breëstraat 110; Posbus 282, Amersfoort, 2490.

## Saak 189/93

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

In die saak tussen **Amersfoort Dorpsraad**, Eiser, en **A. M. Compaan**, Eerste Verweerder, en **S. J. S. Compaan**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Amersfoort en lasbrief vir eksekusie gedateer 16 Junie 1994 in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju Amersfoort, voor die Landdroskantore, Sybrand van Niekerkstraat, Amersfoort, gehou op Vrydag, 21 April 1995 om 11:00, volgens voorwaardes wat nou by die Balju te Amersfoort se kantoor te Breëstraat 110, Amersfoort, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 211, geleë in die dorp Amersfoort, Registrasieafdeling HS, Transvaal, groot 2 855 (tweeënduisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T29240/89.

Daar is geen verbeterings op die eiendom aangebring nie. Dit is 'n leë erf. Die eiendom staan ook bekend as Buitekantstraat 49, Amersfoort.

Gedateer te Amersfoort op hede die 24ste dag van Maart 1995.

J. de W. Oosthuizen, Prokureur vir Eiser, Breëstraat 110; Posbus 282, Amersfoort, 2490.

## Saak 3336/94

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou Nasionale Bouvereniging), Eiser, en **John Khoza**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 20 Mei 1994, sal die ondervermelde eiendom op 11 Mei 1995 om 10:00, deur die Balju, Pretoria-Noordwes, te Olivettihuis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Erf 6885, Saulsvilledorp, Registrasieafdeling JR, Transvaal, groot 209 vierkante meter, gehou kragtens Akte van Transport T94607/1992, bekend as Erf 6885, Saulsvilledorp.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, waskamer en motorhuis. *Sonering*: Residensieel.



Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Pretoria-Noordwes, Olivettihuis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria, en bevat onder andere die volgende:

(a) Die koper moet 'n deposito van 10% (tien persent) 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 14 dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 30ste dag van Maart 1995.

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. Van Niekerk.)

#### Case 3563/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Louis Sunny Goosen**, First Defendant, and **Elizabeth Louisa Goosen**, Second Defendant

Notice is hereby given that on 5 May 1995 at 10:15, the undermentioned property will be sold by public auction at the Magistrate's Court, Dolomite Street, Delmas, pursuant to a judgment in this matter granted by the above Honourable Court, on 14 March 1995, namely:

*Certain:* Holding 143, Eloff Small Holdings Extension, Registration Division IR, Transvaal, situated at Holding 143, Road No. 3, Eloff Small Holdings Extension, Delmas.

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, lounge, family room and outbuildings comprised of two garages.

The full conditions of sale may be inspected at the offices of the Sheriff, 27 Fourth Street, Delmas.

Dated at Delmas on this the 29th day of March 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H03014.)

#### Case 2726/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tholakele Cecilia Mtshali**, Defendant

On 5 May 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 17515, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17515 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 28th day of March 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00811.)

#### Case 30190/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Selalelo Esther Buthelezi**, Defendant

Notice is hereby given that on 4 May 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 1 December 1994, namely:

*Certain right of leasehold in respect of* Erf 955, Daveyton Extension 2, Registration Division IR, Transvaal, situated at 16955 Mbilase Crescent, Daveyton Extension 2.

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 28th day of March 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01914.)

**Case 4510/95****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moses Sithole**, First Defendant, and **Mamochabo Jeckina Sithole**, Second Defendant

Notice is hereby given that on 4 May 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 8 March 1995, namely:

Certain right of leasehold in respect of 264 Etwatwa, Registration Division IR, Transvaal, situated at 264 Etwatwa (20264, Etwatwa).

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 28th day of March 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H03031.)

**Case 1774/95****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Monnamoholo Johan Motsweneng**, First Defendant, and **Maria Nondlexa Mazibuko**, Second Defendant

Notice is hereby given that on 4 May 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 8 March 1995, namely:

Certain right of leasehold in respect of Erf 958, Etwatwa, Registration Division IR, Transvaal, situated at 958 Etwatwa, Benoni (also known as 20958 Etwatwa West).

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

Detached single storey brick residence consisting of vacant stand.

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 28th day of March 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H02031.)

**Case 33033/94****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marilyn Searle Morton**, First Defendant, and **Susan Parry Calvert**, Second Defendant

Notice is hereby given that on 4 May 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 March 1995, namely:

Certain Erf 388, Benoni, Registration Division IR, Transvaal, situated at 194A Kempston Avenue, 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, 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 28th day of March 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01970.)

**Case 4602/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gavin Edward Diaz**, First Defendant, and **Virginia Elizabeth Diaz**, Second Defendant

On 5 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Portion 102 (a portion of Portion 1) of Erf 846, Reigerpark Extension 1, Registration Division IR, Transvaal, situated at 6 Snoek Avenue, Reigerpark Extension 1, Boksburg.

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

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 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 27th day of March 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00867.)

**Case 01399/95**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shadrack Jabulani Masuku**, First Defendant, and **Bernice Dineka Masuku**, Second Defendant

Notice is hereby given that on 4 May 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 February 1995, namely:

Certain right of leasehold in respect of Erf 3673, Daveyton, Registration Division IR, Transvaal, situated at 793 Mavundla 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 14th day of February 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01445.)

**Case 34006/94**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **David Mokone**, Defendant

Notice is hereby given that on 4 May 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 February 1995, namely:

Certain right of leasehold in respect of Erf 1583, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at Erf 1583, Etwatwa Extension 2 (known as 10775 Lobedu 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 20th day of February 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01996.)

**Case 28053/94**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Funani Solomon Zikali**, Defendant

Notice is hereby given that on 4 May 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 2 February 1995, namely:

Certain right of leasehold in respect of Erf 984, Etwatwa, Registration Division IR, Transvaal, situated at 984 Etwatwa, 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 comprised 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 20th day of February 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01840.)

**Case 208/90****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dieketseng Mirriam Miya**, Defendant

On 5 May 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 1195, Vosloorus, Registration Division IR, Transvaal, situated at 1195 Khalo Street, Vosloorus, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 17th day of March 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H04001.)

**Case 8377/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nomagazi Emily Jele**, Defendant

On 5 May 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 540, Vosloorus, Registration Division IR, Transvaal, situated at 540 Gama Street, Vosloorus, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 17th day of March 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H061.)

**Case 4847/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mathews Thabetha**, First Defendant, and **Lorrain Makamu**, Defendant

On 5 May 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 20058, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20058 Vosloorus Extension 30, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on the 17th day of March 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H443.)

#### Case 9397/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Daphne van Deventer**, Defendant

On 5 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 963, Sunward Park Extension 1, Registration Division IR, Transvaal, situated at 55 Oberon Street, Sunward Park Extension 1, Boksburg.

**Improvements:** Detached single-storey brick residence consisting of three bedrooms, two and a half bathrooms, kitchen, dining-room, lounge, family room and outbuildings comprising carport, two garages and swimming-pool

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

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

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including 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 the 20th day of March 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01723.)

#### Case 01396/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Willie Piet Faku**, First Defendant, and **Thoko Mavis Faku**, Second Defendant

Notice is hereby given that on 4 May 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 February 1995, namely:

Certain right of leasehold in respect of Erf 1684, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1684 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 16th day of March 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H02018.)

#### Case 01398/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Minah Oupa Matsime**, Defendant

Notice is hereby given that on 4 May 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 9 February 1995, namely:

Certain right of leasehold in respect of Erf 3088, Wattville, Registration Division IR, Transvaal, situated at 3088 Matseko Street, Wattville, 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 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 3rd day of March 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H02020.)



## Case 34010/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **David Dhlamini**, First Defendant, and **Toto Maria Dhlamini**, Second Defendant

Notice is hereby given that on 4 May 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 February 1995, namely:

Certain right of leasehold in respect of Erf 4321, Daveyton, Registration Division IR, Transvaal, situated at 4321 Gumedde Street, Daveyton, 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 2nd day of March 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01991.)

## Case 01954/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dieter Bessinger**, First Defendant, and **Helena Cathrina Bessinger**, Second Defendant

Notice is hereby given that on 4 May 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 16 February 1995, namely:

Certain Unit 12 in the building or buildings known as Crystal Park Mews more fully detailed on Sectional Plan SS1/89, together with an undivided share in the common property, situated at Flat 12, Crystal Park Mews, 16 Saldhana Street, Crystal Park, Benoni.

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

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 2nd day of March 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H02035.)

## Case 32111/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Aaron Mongezi Ngqandende**, First Defendant, and **Tozi Bellinah Ngqandende**, Second Defendant

Notice is hereby given that on 5 May 1995 at 09:00, the undermentioned property will be sold by public auction at the Magistrates' Court, Kerk Street, Nigel, pursuant to a judgment in this matter granted by the above Honourable Court, on 23 January 1995, namely:

Certain right of leasehold in respect of 8660 Duduza, Registration Division IR, Transvaal, situated at 8660 Duduza, Nigel.

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

The full conditions of sale may be inspected at the offices of the Sheriff, 69 Kerk Street, Nigel.

Dated at Boksburg on this the 2nd day of March 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01957.)

## Case 16111/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntshimanyana Abel Maputhoma**, First Defendant, and **Batseba Hilda Maputhoma**, Second Defendant

Notice is hereby given that on 4 May 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 6 July 1994, namely:

Certain right of leasehold in respect of Erf 7378, Daveyton, Registration Division IR, Transvaal, situated at 7378 Bhekuzulu Street, Daveyton, 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 and lounge and outbuildings comprising of two garages.

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 2nd day of March 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01530.)

**Saak 105665/94**

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

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **V. R. Mciwa**, Eerste Verweerder, en **L. Mciwa**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie, gedateer 5 Desember 1994, sal die volgende eiendom en eksekusie verkoop word by die kantore van die Balju vir Roodepoort, Progresslaan 182, Technikon, Roodepoort, op 5 Mei 1995 om 10:00, aan die hoogste bieder, naamlik:

Erf 144, Dobsonville Gardens-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 234 (tweehonderd vier-en-dertig) vierkante meter, gehou kragtens Transportakte TE40106/1993, ook bekend as 144 Dobsonville Gardens-dorpsgebied, Roodepoort.

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

*Hoofgebou:* Enkelverdieping met teëldak, kombuis, badkamer, drie slaapkamers, eetkamer en gang.

*Buitegeboue:* Geen.

*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 Roodepoort ondersoek word.

Gedateer te Roodepoort op hierdie 28ste dag van Maart 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, Highstraat, Brixton, Johannesburg. (Verw. Alberts JAA 98/94B.)

**Case 1317/95  
PH196**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Vilakazi, Mzikayise Maurice**, First Defendant, and **Vilakazi, Prudence Nonhlanhla**, 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, 4 May 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 412, in the Township of Meredale Extension 4, Registration Division IQ, Transvaal, in extent 1 000 (one thousand) square metres, situated at 19 Byvanger Street, Meredale Extension 4, Johannesburg.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence, single-storey dwelling, detached, built of face bricks, under tiled roof. Floors: Fitted carpets and ceramic tiles, comprising lounge, TV-room, study, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s. Outbuildings: Double garage, w.c. with bath, concrete boundary walls, paving, swimming-pool and braai area.

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

Dated at Johannesburg on this the 27th day of March 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6714.)

**Case 33130/94  
PH 482**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff/Execution Creditor, and **Ngubane, Fano Paulus**, First Defendant/Execution Debtor, and **Ngubane, Maria Gadibolai**, Second Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the district of Soweto West, at 131 Marshall Street, Johannesburg, on Thursday, 4 May 1995 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff, at 32 Von Brandis Street, Second Floor, Johannesburg:

The property is Erf 7112, Naledi Extension 2 Township, Registration Division IQ, Transvaal, measuring 340 square metres, and held under Deed of Transfer T35715/1994 situated at 1292 Naledi Extension 2, P.O. Chiawelo, Soweto.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single-storey dwelling with tiled roof, external brick walls that are plastered and painted, three bedrooms, lounge, bathroom, kitchen and w.c.

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

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

Dated at Johannesburg this 29th day of March 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (DX 257 JHB.) (Fnesburg, 2000. (DX 257 JHB.) (Fax 336-0274.) (Tel. 333-0046.) (Ref. Peter Sapire/Clinton Lewis/F292.)

**Saak 1858/95**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mehlomakulu, Nomsa**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 4 Mei 1995 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 52, soos getoon en volledig beskryf op Deelplan SS31/1979, in die skema bekend as Park Court, ten opsigte van die grond en gebou geleë te Hillbrow-dorpsgebied in die area van die Johannesburg Plaaslike Bestuur, waarvan die vloeroppervlakte 89 vierkante meter groot is (ook bekend as Woonstel 71, Park Court, Twiststraat 50, Hillbrow).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Woonstel met slaapkamer, kombuis, badkamer/toilet, sitkamer en balkon.

**Datum:** 29 Maart 1995.

D. H. Scholtz, vir De Villiers Scholtz, E.S.I.C.-gebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

**Saak 5414/94**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mthethwa, Grathon**, Eerste Verweerder, en **Mthethwa, Emily Nomvula**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 4 Mei 1995 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 32, Hurst Hill-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter, ook bekend as Whitehall-laan 24, Hurst Hill.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met portaal, sitkamer, sonstoep, vier slaapkamers, kombuis en opwas.

**Datum:** 29 Maart 1995.

D. H. Scholtz, vir De Villiers Scholtz, E.S.I.C.-gebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Gysbert Daniël Mouton**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 16 Februarie 1995, sal hierdie ondervermelde eiendom geregteelik verkoop word op 26 April 1995 om 11:00, voor die Landdroskantoor, Klopperstraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, nl.:

**Sekere:** Gedeelte 3 van Erf 847, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 934 (negehonderd viere-dertig) vierkante meter, gehou kragtens Transportakte T1698/88, onderhewig aan al sodanige voorwaardes as wat in die gemelde Akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Smutslaan, Rustenburg. Die belangrikste voorwaardes daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouers soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju, Smutslaan, Rustenburg, by die Klerk van die Hof, Rustenburg, en by die Eiser se prokureurs, Breytenbach, Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Geteken te Rustenburg op hede die 10de dag van Maart 1995.

Breytenbach, Prinsloo & Vennote, Breytenbach Prinsloogebou, Burgerstraat 122, Rustenburg. (Verw. mnr. Prinsloo/RDV/VC 75.)



Case 73772/94  
PH 46

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Alexander Alfred Webb**, First Judgment Debtor, and **Mrs Jacqueline Preston Webb**, Second Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 7 November 1994, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at the Johannesburg Magistrate's Court, Fox Street entrance, Johannesburg, to the highest bidder on 5 May 1995 at 10:00:

*Certain:* Erf 108, Lombardy West Township, Registration Division IR, Transvaal, situated in the Township of Lombardy West, Johannesburg, measuring 1 487 square metres, held by Deed of Transfer T2237/1990, known as 17 Grenville Road, Lombardy West, Johannesburg.

*Conditions of sale:*

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

2. The following improvements on the property is reported but nothing is guaranteed: Single-storey residence, constructed of brick and tile roof, consisting of three bedrooms, lounge, dining-room, bathroom with separate toilet, kitchen and extra bedroom with m.e.s. and separate office.

Outbuildings consist of double carport, staff room, store-room and toilet, constructed of brick with corrugated roof.

The property is fully walled and has open Spanish style patio with braai.

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

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

Dated at Johannesburg on this the 24th day of March 1995.

Krowitz Perlow and Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N334.)

Case 8880/94

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

In the matter between **Germiston City Council**, Plaintiff, and **A. J. Johnstone**, First Defendant, and **Mrs E. H. Johnstone**, Second Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston South, and writ of execution dated 23 January 1995, the property listed herein will be sold in execution on Monday, 15 May 1995 at 10:00, at the offices of the Sheriff's Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 353, Delville Township, Registration Division IR, Transvaal, situated at 7 St Omar Road, Delville, measuring 1 063 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, bathroom, toilet, garage, outside buildings with two rooms, toilet and shed.

*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's 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's Magistrate's Court, Germiston South.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref. COLL/WM/24/3/95.)

Case 7399/94

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

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

In pursuance of a judgment by the Magistrate's Court at Germiston South and writ of execution dated 9 November 1994, the property listed herein will be sold in execution, on Monday, 15 May 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf R/2/188 (from R/2/24) K A L Township, Registration Division IR, Transvaal, situated at 16 Ostend Road, Klippoortjie, measuring 4 619 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, four bedrooms, two bathrooms with toilets, toilet, kitchen, two garages, laundry inside, bar (entrance hall), tile roof, 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 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: 27 March 1995.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref. COLL/WM.)

Case 34395/93  
PH 388

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 4 May 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 2 of Erf 396 Mid-Ennerdale Township, Registration Division IQ, Transvaal, area 441 (four hundred and forty-one) square metres, situated at Portion 2 of Erf 396, Second Avenue, Mid-Ennerdale.

*Improvements* (not guaranteed): A house consisting of two bedrooms, bathroom, kitchen, lounge, dining-room with precast walls around property.

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

Dated at Johannesburg on this the 23rd day of March 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z245.)

Case 6041/94  
PH 388

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Tshabalala, Wilmoth Bonginkosi**, First Defendant, and **Tshabalala, Hlengiwe Gloria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 5 May 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain all the right, title and interest in the 99 year right of leasehold in respect of Stand 3547, Doornkop Township, Registration Division IQ, Transvaal, area 206 (two hundred and six) square metres, situated at Stand 3547, Doornkop Township.

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

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

Dated at Johannesburg on this the 23rd day of March 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32:CA151.)

Case 00736/95  
PH 388

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mzinyane, Allison**, First Defendant, and **Mzinyane, Sophie**, 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, 4 May 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1288, Protea Glen Township, Registration Division IQ, Transvaal, area 216 (two hundred and sixteen) square metres, situated at Stand 1288, Protea Glen.

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

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

Dated at Johannesburg on this the 23rd day of March 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32:CA198.)

**Case 2864/95**

**PH 388**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khumalo, Boyboy Jeremiah**, First Defendant, and **Khumalo, Kegaesamane Ellen**, 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, 4 May 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

*Certain:* Erf 956, Klipspruit Township, Registration Division IQ, Transvaal, area 252 (two hundred and fifty-two) square metres, situation Erf 956, Klipspruit, Soweto.

*Improvements* (not guaranteed): A house under asbestos roof consisting of two bedrooms, kitchen, lounge, two outside rooms and garage.

*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 23rd day of March 1995.

F. R. J. Jansen for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z393.)

**Case 01734/94**

**PH 388**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mathebula, Thoko Mildred**, 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, 4 May 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 1261 (now 7081), Naledi Extension 2 Township, Registration Division IQ, Transvaal, area 264 (two hundred and sixty-four) square metres, situation Stand 7081 (previously 1261), Naledi Extension 2, Soweto.

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

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of 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 23rd day of March 1995.

F. R. J. Jansen for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z456.)



Case 02858/95  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Augustus, Michael**, 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, 4 May 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 3567, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal, area 252 (two hundred and fifty-two) square metres, situation Erf 3567, Protea Glen Extension 2.

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

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 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 23rd day of March 1995.

F. R. J. Jansen for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.  
(Tel. 331-8535.) (Ref. ForeclosuresZ391.)

Saak 5499/92

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

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **T. S. Madonsela**, Eerste Verweerder, en  
**S. F. Madonsela**, Tweede 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 5 Mei 1995 om 10:00, per publieke veiling deur die Balju, Witbank, te Landdroshof, Delvillestraat, verkoop word:

Erf 1864, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied kwaGuqa-uitbreiding 4, gehou kragtens Grondbrief T8409/92, grootte 200 (twee nul nul) vierkante meter.

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

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer/s.

**Die 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.

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

Bezuidenhout Van Zyl, p.a. Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 645/94

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

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **M. J. Moato**, 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 5 Mei 1995 om 10:00, per publieke veiling deur die Balju te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 2582, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied kwaGuqa-uitbreiding 4, Witbank, gehou kragtens Grondbrief T61011/92, grootte 200 (twee nul nul) vierkante meter.

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

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer/s.

**Die 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.

Gedateer te Witbank op hierdie 22ste dag van Maart 1995.

Bezuidenhout Van Zyl, p.a. Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.



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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff/Execution Creditor, and **Wyman, Charles Peter David**, First Defendant/Execution Debtor, and **Wyman, Gwennie Edna Ann**, Second Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg South at 131 Marshall Street, Johannesburg, on Thursday, 4 May 1995 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff, at 100 Sheffield Street, Turffontein, Johannesburg:

The property is Erf 1130, Winchester Hills Extension 3 Township, Registration Division IR, Transvaal, measuring 1 032 square metres, and held under Deed of Transfer T44772/1993, situated at 38 Wild Olive Street, Winchester Hills Extension 3, Johannesburg.

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

Single-storey dwelling with pitched and tiled roof, external brick walls and internal brick walls that are plastered, two bedrooms, lounge, dining-room, bathroom, kitchen, dressing-room, cloakroom, laundry, two garages, carport and servant's room with bathroom.

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

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

Dated at Johannesburg this 22nd day of March 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax 336-0274.) (Dx 257 JHB.) (Ref. Peter Sapire/Clinton Lewis/F255.)

## Saak 20517/93

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

In die saak tussen **Sentraalwes (Koöperatief) Beperk**, Eiser, en **Jacob Francois van der Merwe**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 7 Desember 1993, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Randfontein, op Vrydag, 5 Mei 1995 om 10:00, Randfontein, verkoop te die plaas Wildfontein 52, Randfontein, Transvaal:

Gedeelte 85 ('n gedeelte van Gedeelte 3) van die plaas Wildefontein 52, Registrasieafdeling IQ, Transvaal, gehou kragtens Akte van Transport T265/1980, groot 186,9056.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie:

Baksteenwoonhuis, gepleister met teëldak, bestaande uit ses slaapkamers, snoekerkamer met kroeggeriewe, waskamer, twee kombuise, groot spens, eetkamer, opwaskamer, twee sitkamers, studeerkamer, kleiner spens, vyf badkamers met toilette, storte ensovoorts, drie dubbele garages aan woonhuis, swembad met kleedkamers en jacuzzi onder dak, tesame met braaigeriewe langsaan, stoep onder dak en hele woonhuis het diefwering.

Buitegeboue bestaande uit koelkamer en drie vertrekke, enkelgarage met bediendekamer, volkshuis met drie vertrekke, sementdam met elektriese pomp, tennisbaan met beligting, groot tuinuitleg met beligting toegebou met ringmuur, ses volkshuise, voerkrale met suipings, melkskure, veelaai, drie staalstore, drie baksteenstore, reservoir met elektriese pomp, drie boorgate, Evkomkrag, skaapkrale, vyf dieseltanks met twee pompe en appelkoosboord.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en betaal te word by wyse van 'n bank- of bouverenigingwaarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouverenigingwaarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

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

Geteken te Pretoria op hierdie 22ste dag van Maart 1995.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Geldenhuis/LFS/105749.)

Case 02966/94

PH 388

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Motaung, Lekgotla David**, 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, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 5 May 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

**Certain:** All the right, title and interest in the 99 year right of leasehold in respect of Erf 16098, Sebokeng Extension 21 Township, Registration Division IQ, Transvaal, area 150 (one hundred and fifty) square metres, situation Stand 16098, Westside Park, Sebokeng Extension 21.

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

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

Dated at Johannesburg on this 17th day of March 1995.

F. R. J. Jansen for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresF32:CA149.)

Saak 4648/94

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Applikant, en **J. V. F. M. de Melo**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 21 April 1994, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 5 Mei 1995 om 09:00, by die kantore van die Balju, Nigel, te Kerkstraat, Nigel, aan die hoogste bieder:

Erf 224, Nigel-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Laverstraat 128, Nigel, groot 496 (vier nege ses) vierkante meter, gehou kragtens Akte van Transport T38985/1989.

**Sonering:** Woonhuis.

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

Die eiendom bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/toilet en motorhuis.

**Terme en voorwaardes:**

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

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

Geteken te Johannesburg op hierdie 9de dag van Maart 1995.

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. mnr. Du Randt/db/D105.)

Case 20256/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Prestige Dairy Services CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff of the Supreme Court for Roodepoort, at the offices of the Sheriff of the Supreme Court for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 5 May 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court for Roodepoort at the offices of the Sheriff of the Supreme Court for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

**Certain** Erf 698, Delarey Township, Registration Division IQ, Transvaal, situated at 4 Sixth Street, Delarey, Roodepoort, measuring 1 166 square metres, held under Deed of Transfer T20906/1992.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, shower and toilet, garage and servants' quarters with toilet.



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

Dated at Johannesburg this 2nd day of March 1995.

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

**Case 21367/94**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Msikinya, Aurora Joy**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff of the Supreme Court for Benoni, at the offices of the Sheriff of the Supreme Court for Benoni, 49 Kempston Avenue, Benoni, on Thursday, 4 May 1995 at 10:00, of the undermentioned property of the Defendant, subject to the conditions of sale, which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court for Benoni at 49 Kempston Avenue, Benoni, prior to the sale:

Certain all the right, title and interest in and to the leasehold in respect of Erf 30721, Daveyton Extension 6 Township, Registration Division IR, Transvaal, situated at 311 Zulu Street, Daveyton Extension 6, District of Benoni, measuring 220 square metres, held under Certificate of Registered Grant of Leasehold TL57734/1992.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick dwelling with tiled roof, consisting 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 bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 2nd day of March 1995.

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

**Saak 3966/94**

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **ABSA Bank Bepersk**, Eksekusieskuldeiser, en **Paul le Roux**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof te Roodepoort en 'n lasbrief vir eksekusie teen goed uitgereik op 7 November 1994, sal die volgende eiendom in eksekusie verkoop word te die kantore van die Balju, Progressweg 182, Technicon, Roodepoort, op 5 Mei 1995 om 10:00, aan die hoogste bieder:

Sekere Erf 352, Allensnek-uitbreiding 9-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 213 vierkante meter, gehou kragtens Akte van Transport T31054/1991.

*Beskrywing:* 'n Woonhuis geleë te Koshuisstraat 1055, Allensnek-uitbreiding 9, bestaande uit sitkamer, eetkamer, drie slaapkamers, een en 'n half badkamers, gang en kombuis.

*Terme:* Tien persent (10%) van die koopprijs in kontant betaalbaar ten tye van verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne veertien (14) dae na verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te die Kantore van die Balju Roodepoort by die adres soos hierbo genoem, ondersoek word.

Gedateer te Florida hierdie 24ste dag van Maart 1995.

Scholtz & Botha, Prokureurs vir Eksekusieskuldeiser, Grondverdieping, Goldmanstraat 43, Florida. (Verw. Mnr. Scholtz/VB/CT1100.)

**Case 31573/93**

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Silabela, Matelane Victor**, First Defendant, and **Kubheka, Priscilla Gabisile**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, at 182 Leeupoort Street, Boksburg, on 5 May 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, at 182 Leeupoort Street, Boksburg, prior to the sale:

Erf 17389, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, situated at Erf 17389, Vosloorus Extension 25 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, bathroom.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of 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 March 1995.

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. S24786/SC.)

#### Case 29134/94

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mapiti, Henry Sanny**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, at 182 Leeupoort Street, Boksburg, on 5 May 1995 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the office of the Sheriff, 182 Leeupoort Street, Boksburg, prior to the sale:

All right title and interest in the leasehold in respect of Erf 20096, Vosloorus Extension 30 Township, Registration Division IR, Transvaal, measuring 230 (two hundred and thirty) square metres, situated at Erf 20096, Vosloorus Extension 30 Township.

The following information is furnished in respect of the improvements (though in this respect nothing is guaranteed): Dwelling under tiled roof, entrance hall, dining-room, pantry, 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, 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 March 1995.

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. M29030/SC.)

#### Case 391/95

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and Estate Late: **John Stevens**, Defendant

In execution of 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 4 May 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, 131 Marshall Street, Johannesburg, prior to the sale:

A unit consisting of:

(A) Section 32, as shown and more fully described on Sectional Plan SS6/1987 (Sectional Plan) in the scheme known as Brighton Court in respect of the land and building or buildings situated at Johannesburg Township, Local Authority Johannesburg, of which the floor area, according to the said Sectional Plan is 73 (seventy three) square metres in extent (the Mortgaged Section) and

(B) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan; held under Deed of Transfer ST15952/1993, situated at 211 Brighton Court, 31 Ockerse Street, Hillbrow, Johannesburg.

The following information is furnished in respect of the improvements (though in this respect nothing is guaranteed): Flat consisting of lounge, kitchen, bedroom, bathroom and toilet.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of 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 March 1995.

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. S60024/AB.)

Case 32450/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **656 Observatory Extension 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, 131 Marshall Street, Johannesburg, on 4 May 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, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 656, Observatory Extension 1 Township, situated at 72 Observatory Avenue, Observatory Extension, Registration Division IR, Transvaal, measuring 772 (seven hundred and seventy-two) square metres.

The following information is furnished in respect of the improvements (though in this respect nothing is guaranteed): Dwelling consisting of lounge, kitchen, scullery, three bedrooms, bathroom, toilet. Outbuilding: Carport, two servant's rooms, store-room, toilet and showroom.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of 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 March 1995.

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. O60049/AB.)

Saak 31388/94

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

In die saak tussen **ABSA Bank Bpk.**, Applikant, en **Baloyi C., en Baloyi Q. P.**, Respondente

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 24 Januarie 1995, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 5 Mei 1995 om 10:00, by die kantore van die Balju, te Progresslaan 182, Technikon, Roodepoort, aan die hoogste bieder:

Erf 11334, Dobsonville, Registrasieafdeling IR, Transvaal, groot 164 (een ses vier), sonering woonhuis, gehou kragtens Akte van Transport TL14360/92, geleë te 11334 Dobsonville-uitbreiding 2, distrik Roodepoort.

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

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

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

Geteken te Johannesburg op hierdie 30ste dag van Maart 1995.

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax (011) 331-9700.] (Verw. mnr. du Randt/B146.)

Saak 24883/94

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

In die saak tussen **Standard Bank van SA Beperk** (Reg. No. 62/00738/06), Eiser, en **Frank Christopher James Fletcher** (Identiteitsnommer 4810145173181), Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 12 Mei 1995 om 10:00, deur die Balju vir die Hooggeregshof, Middelburg, Oos-Transvaal, gehou voor die Landdroskantore, President Krugerstraat, Middelburg, aan die hoogste bieder:

1. (a) Deel 8, soos getoon en vollediger beskryf op Deelplan SS90/81 in die skema bekend as Prestige ten opsigte van die grond of gebou of geboue geleë te Erf 311, Middelburg, Plaaslike Bestuur, Stadsraad van Middelburg van welke deel die vloeroppervlakte, volgens genoemde deelplan 114 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST90287/93.



Die erf is as woongebied verklaar.

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

**Straatadres:** Prestigewoonstelle 11, President Krugerstraat 9, Middelburg.

**Verbeterings:** Dupleks met drie slaapkamers, sitkamer, eetkamer, badkamer, toilet, waskamer, kombuis en twee garages.

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

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

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

**Verkoopvoorwaardes:** Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof: Middelburg, Oos-Transvaal, Auxiliumgebou, Eksteenstraat 4A, Middelburg.

Gedateer te Pretoria hierdie 5de dag van April 1995.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat; Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9566/94/BVDM.)

**Case 26273/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ronald Albert Slabbert**, Eerste Verweerder, and **Porchia Lenette Slabbert**, Tweede Verweerder

A sale in execution will be held on Friday, 5 May 1995 at 11:00, by the Sheriff for the Supreme Court, Balju Cullinan, in front of the Magistrate's Court, Cullinan of:

Portion 11, of the farm Hartebeestfontein 484, Registration Division JR, Transvaal, in extent 21,4142 hectare, known as R.O.W. Portion 11, of the farm Hartebeestfontein 484.

Particulars are not guaranteed: Dwelling, lounge, kitchen, three bedrooms and bathroom. Carport.

Inspect conditions at Sheriff for the Supreme Court, Cullinan, 11 Madelifie Street, Riamarpark.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-429923/JAA/M. Oliphant.)

**Case 624/95**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Hendrik Gideon Visser**, First Defendant, and **Anna Aletta Johanna Visser**, Second Defendant

A sale in execution will be held on Friday, 5 May 1995 at 08:30 by the Sheriff for the Supreme Court, Brits, 42 Murray Avenue, Brits, of:

Portion 48 (a portion of Portion 1) of the farm Buffelshoek 468, Registration Division JQ, Transvaal, in extent 5,4761 hectare.

**Known as:** Row Portion 48 (a portion of Portion 1) of the farm Buffelshoek 468.

Particulars are not guaranteed: Dwelling: Entrance hall, lounge, dining-room, kitchen, five bedrooms and bathroom.

Inspect conditions at Sheriff for the Supreme Court, Brits, Theo Building, 42 Murray Avenue, Brits.

MacRobert De Villiers Lunon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-392399/JAA/M. Oliphant.)

**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, 4 May 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.)

Saak 291/94

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

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

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 6 Junie 1994 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 21 April 1995 om 09:00, te die Landdroshofkantore, Nigel, geregtelik verkoop sal word naamlik:

**Erf en dorpsgebied:** Erf 73, Duduza, Nigel, Registrasieafdeling IR, Transvaal, groot 264 (tweehonderd vier-en-sestig) vierkante meter, ook bekend as 73 Duduza, Nigel.

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

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

Geteken te Nigel op hede die 30ste dag van Maart 1995.

J. G. W. de Beer, vir De Beer, Viljoen & Fourie, Breytenbachstraat 76; Posbus 704, Nigel, 1490. (Verw. mnr. De Beer/mev. Slabbert.)

Saak 10205/94

## IN DIE LANDDROSHOF VIR DIE DISITRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Natal Bouvereniging Beperk**, Eiser, en **Louis Taljaard Familie Trust**, Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof, Pietersburg, toegestaan op 3 Februarie 1995 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 28 April 1995 om 10:00, te die Landdroshofkantoor, Pietersburg, naamlik:

**Resterende Gedeelte van Gedeelte 2 van Erf 2**, in die dorpsgebied van Pietersburg, groot 1 869 vierkante meter, gehou kragtens Akte van Transport T26379/92, geleë te Arnothaweg 85, Bendor Park, Pietersburg.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel in hierdie respek niks gewaarborg word nie.

Die eiendom is 'n woonhuis bestaande uit vyf slaapkamers, aantrekkamer, drie badkamers, drie storte, vyf toilette, kombuis, eetkamer, sitkamer, familiekamer, studeerkamer, kroeg, privaatsitkamer, waskamer, strykkamer, drie motorhuise, twee stoor-kamers, buitetoilet met stort.

**Terme:** Die koopprijs sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping. Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die Baljukantore, Bokstraat 56A, Pietersburg.

Geteken te Pietersburg op hierdie 24ste dag van Maart 1995.

M. Botha, vir Botha Horak Ing., Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. 291-2147/8.) (Verw. mnr. Botha/bd/5425.)

Saak 1136/93

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

In die saak tussen **Natal Bouvereniging Beperk**, Eiser, en **Michael Anthony James**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 28 Julie 1993 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 28 April 1995 om 09:00, te die Landdroshofkantore, Nigel, geregtelike verkoop sal word, naamlik:

**Erf 1405**, Nigel-uitbreiding 2.

Geliewe verder kennis te neem dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter insae sal 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. Reserweprijs wat op veiling aangekondig sal word.

Geteken te Nigel op hede die 6de dag van April 1995.

J. J. van Huyssteen, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Prokureurs van die Eiser, Plesamgebou, Tweede Laan, Nigel. (Verw. mnr. Van Huyssteen/N824.)



Saak 930/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **P. P. Motlhake**, Eerste Verweerder, en **M. M. Motlhake**, 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 12 Mei 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 954, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve gehou kragtens Akte van Transport van Huurpag TL1225/90, grootte 300 (driehonderd) vierkante meter.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit: Sitkamer, badkamer, 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 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 3de dag van Maart 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/288/EJ.)

Saak 507/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **T. H. Maetso**, Eerste Verweerder, en **S. M. Maetso**, 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 12 Mei 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 943, Blok FF, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve gehou kragtens Akte van Transport van Huurpag TL720/89, grootte 468 (vierhonderd agt-en-sestig) vierkante meter.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, 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 5de dag van April 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/196/EJ.)

Saak 5472/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **L. B. Ngoza**, 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 12 Mei 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 22774, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 4, gehou kragtens Akte van Transport van Huurpag TL23976/92, grootte 280 (tweehonderd-en-tagtig) vierkante meter.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, 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 4de dag van April 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/212/EJ.)

Saak 999/92

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **M. A. Mathatha**, Eerste Verweerder, en **R. L. Kodisang**, 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 12 Mei 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 659, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL109/90, grootte 375 (driehonderd vyf-en-sewentig) vierkante meter.

*Verbeterings* (ten opsigte waarvan egter waarborg gegee kan word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, 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 5de dag van April 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Mnr. Van Wyk/B49/135/EJ.)

Saak 49/95

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **M. D. Mothemane**, Eerste Verweerder, en **M. M. Mothemane**, 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 12 Mei 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 829, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag T52028/93, grootte 312 (driehonderd en twaalf) vierkante meter.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, 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 4de dag van April 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Mnr. van Wyk/B49/309/EJ.)

Case 3457/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tumelo Michael Dioke**, First Defendant, and **Mmatshwene Josina Dioke**, Second Defendant

A sale of execution of the undermentioned property is to be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 11 May 1995 at 10:00:

Full conditions of sale can be inspected at the Offices of the Sheriff, Pretoria North West, Room 202, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, and will also be read out prior to the sale in execution.

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

*Property:* Erf 1067, Lotus Gardens Township, Registration Division JR, Transvaal, measuring 375 square metres, held by virtue of Deed of Transfer T54437/94.

*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/GT2319.)



Case 3009/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Harry Hendrik Campbell**, First Defendant, and  
**Leah Mphake Campbell**, Second Defendant

A sale in execution of the undermentioned property is to be held at Room 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 11 May 1995 at 10:00:

Full conditions of sale can be inspected at the Office of the Sheriff, Pretoria North West, Room 202, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, and will also be read out prior to the sale in execution.

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

**Property:** Erf 222, Saulsville Township, Registration Division JR, Transvaal, measuring 296 square metres, held by virtue of Deed of Transfer T37830/93, also known as 121 Ramokgopa Street, Saulsville.

**Improvements:** Two bedrooms, kitchen, dining-room, bathroom/toilet, store-room and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. du Plooy/sv/GT2307.)

Case 434/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Samuel Sipho Mahlangu**, First Defendant, and **Nyatsile Tryphinah Mahlangu**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, on 12 May 1995 at 11:00:

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

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

**Property:** Erf 1295, Soshanguve-G Township, Registration Division JR, Transvaal, measuring 342 square metres, held by virtue of Certificate of Registered Grant of Leasehold T33270/92.

**Improvements:** Single storey, three bedrooms, kitchen, lounge, bathroom, dining-room and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2221.)

Saak 25209/94

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Mdhluli: Maiya Alfred**, Eerste Verweerder, en **Mdhluli: Mookho Elizabeth**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Begemanstraat, Heidelberg, op 28 April 1995 om 09:00, 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 Heidelberg, voor die verkoping ter insae sal lê:

**Sekere:** Erf 1563, Ratanda-dorpsgebied, Heidelberg, Registrasieafdeling IR, Transvaal, groot 277 (twee sewe sewe) vierkante meter.

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

Woonhuis (semi) met teëldak bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer. *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 aanneembare waarborge binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

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

Gedateer te Johannesburg op hierdie 28ste dag van Februarie 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z18017.)

Case 16309/94  
PH 129IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)In the matter between **First National Bank of SA Limited**, Plaintiff, and **D. L. Wiseman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Pretoria, 142 Struben Street, Pretoria, on Wednesday, 10 May 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, 142 Struben Street, Pretoria, prior to the sale:

**Certain:** Holding 64, Laezonia Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,6746 hectares, held under Deed of Transfer T13160/92, situated at 64 Bard Street, Laezonia.

**Improvements** (not guaranteed): Single storey brick-dwelling with low pitch tile roof, lounge, dining-room, three bedrooms, two bathrooms, shower, two toilets, kitchen, family room (flatlet), bedroom with shower and toilet.

**Outbuildings:** Two staff quarters, shower and toilet, two garages and carport.

**Terms:** 10% (ten per cent) of the purchase price and arrear rates and taxes in cash on the day of the sale, the balance and interest on the full purchase price calculated and capitalised monthly in advance from the date of sale to the date of registration of transfer at the rate of 16% (sixteen per cent) per annum, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a maximum price of R20 000 and thereafter 3% (three per cent) subject to a maximum fee of R6 000 and a minimum of R200.

Dated at Pretoria on this the 4th day of April 1995.

Dykes Daly, Plaintiff's Attorneys, 150 Soutpansberg Road, Riviera, Pretoria. [Tel. (012) 329-5102.] (Ref. I. A. Fyshe/cjk/FN3165.)

Case 18276/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)In the matter between **First National Bank of SA Limited**, Plaintiff, and **Peter André Taute**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Pretoria, 142 Struben Street, Pretoria, on Wednesday, 10 May 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, 142 Struben Street, Pretoria, prior to the sale:

**Certain:** Erf 394, The Reeds Township, Registration Division JR, Transvaal, measuring 1 000 (one nil nil nil) square metres, held under Deed of Transfer T29930/1982, situated at 29 Isabel Street, The Reeds, Verwoerdburg.

**Improvements** (not guaranteed): Single storey brick-dwelling with tiled roof, lounge, dining-room, three bedrooms, two bathrooms, toilet, kitchen, lounge and family room. Outbuildings: Two garages and a swimming-pool.

**Terms:** 10% (ten per cent) of the purchase price and arrear rates and taxes in cash on the day of the sale, the balance and interest on the full purchase price calculated and capitalised monthly in advance from the date of sale to the date of registration of transfer at the rate of 16% (sixteen per cent) per annum, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioners 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 maximum price of R20 000 and thereafter 3% (three per cent) subject to a maximum fee of R6 000 and a minimum of R200.

Date at Pretoria on this the 1st day of April 1995.

Dykes Daly, Plaintiff's Attorneys, 150 Soutpansberg Road, Riviera, Pretoria. [Tel. (012) 329-5102.] (Ref. I. A. Fyshe/cjk/FN3174.)

Case 3281/90

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

In the matter between **Town Council of Sandton**, Plaintiff, and **T. Hill**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 23 September 1991 and subsequent warrant of execution the following property will be sold in execution on 9 May 1995 at 10:00, at the offices of the Magistrate, Randburg Magistrate's Court, corner of Selkirk and Blairgowrie Drives, Randburg, namely:

Portion 1 of Erf 324, situated in the Township of Buccleuch, Registration Division IR, Transvaal, measuring 1 485 (one thousand four hundred and eighty-five) square metres, held under Deed of Transfer T26896/1984, also known as 4C Gillian Road, Buccleuch.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Block D, First Floor, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House, contain *inter alia* the following provisions:

1. 10% (ten per cent) of the purchase price on date of sale.



2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Johannesburg on this the 30th day of March 1995.

Moss Marsh & Georgiev, c/o Document Exchange, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg; P.O. Box 61795, Marshalltown, 2107. [Tel. (011) 836-5892.] (Ref. VL/TS10.)

Case 31317/93  
PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Van der Merwe, Frans**, First Defendant, and **Van der Merwe, Maureen Helen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 11 May 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Remaining Extent of Erf 680, Vereeniging Township, Registration Division IQ, Transvaal, measuring 991 m<sup>2</sup>, held by the Defendants under Deed of Transfer T26355/1993, being 84A Stanley Avenue, Vereeniging.

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

The dwelling consists of entrance hall, lounge, dining-room, sun room, three bedrooms, bathroom/toilet, kitchen, pantry, garage, servant's room, store-room and shower/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 23rd day of March 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z78729/WRFLS/Mr Brewer/djl.)

Case 16960/93  
PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Charlie, Mlaoli Enock**, First Defendant, and **Charlie, Nobayeni Sannah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 12 May 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 1547, Zone 6, Extension 3, Sebokeng Townships, Registration Division IQ, Transvaal, measuring 344 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL59427/1988, being 1547, Zone 6, Extension 3, Sebokeng.

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

The dwelling consists of lounge, two bedrooms, bathroom/toilet and kitchen.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance 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 23rd day of March 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z71687/WRFLS/Mr Brewer/djl.)

Case 23018/93  
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 **Mulder, Frederick Gerhardus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sale-rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 5 May 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 481, Strubensvalley Extension 4 Township, Registration Division IQ, Transvaal, measuring 1 094 m<sup>2</sup>, held by the Defendant under Deed of Transfer T28276/1987, being 868 Wilgerspruit Circle, Strubensvalley.

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

The dwelling consist of entrance hall, lounge, dining-room, three bedrooms, bathroom/toilet, kitchen, scullery, bathroom/shower/toilet, double garage and outside toilet.

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

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

Dated at Johannesburg on this 23rd day of March 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z75417/WRFCLS/Mr Brewer/djl.)

Case 20194/94  
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 **Scholtz, Andre Joachim**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 5 May 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 2426, Witpoortjie Extension 9 Township, Registration Division IQ, Transvaal, measuring 760 m<sup>2</sup>, held by the Defendant under Deed of Transfer T9099/1984, being 41 Valkenier Street, Witpoortjie Extension 9.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/toilet, kitchen, separate toilet, bar, garage 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 23rd day of March 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0170/WRFCLS/Mr Brewer/djl.)

Case 1384/94

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Colleen Lesley Bramwell**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 26 April 1994 and writ of execution dated 26 April 1994, the following property will be sold in execution on Friday, 5 May 1995 at 10:00, in front of the Johannesburg Magistrate's Court-house, Fox Street entrance, Johannesburg, to the highest bidder, viz:

Certain Portion 8 of Erf 1143, Malbarton Extension 4 Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging.



*Street address:* 8 Sunvalley Close, Mulbarton.

*Measuring:* 440 square metres, held by Deed of Transfer T34927/1993 dated 4 August 1993.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

*Main building:* Lounge, dining-room, kitchen, three bedrooms and two bathrooms.

*Outbuildings:* Double garage.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 16% (sixteen per centum), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 3rd day of April 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

**Saak 4470/92  
PH 94**

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

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eksekusieskuldeiser, en **Patricia Cousins**, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Alberton, en 'n lasbrief vir eksekusie gedateer 21 Julie 1992, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju, Johannesburg, op Vrydag, 5 Mei 1995 om 10:00, by die Landdroshof, Foxstraat-ingang, Johannesburg, te wete:

Erf 276, Glenanda-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou kragtens Akte van Transport T1609/92, en ook bekend as Klipriviersweg 56, Glenanda.

*Wesentlike verkoopvoorwaardes:*

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die transportakte en verder onderhewig aan die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word soos volg beskryf, maar geen waarborg word in hierdie opsig gegee nie:

*Hoofgebou:* Woonhuis met teëldak bestaande uit ontvangslokaal, sitkamer, eetkamer, studeerkamer, drie slaapkamers, kombuis, twee badkamers met w.c., kleedkamer, twee motorhuise, bediende kwartiere en buite w.c./stort.

3. 10% (tien persent) van die koopprijs en baljukostes by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 29% (nege-en-twintig persent) per jaar moet betaal of gewaarborg word met 'n goedgekeurde bank-, bougenootskap- of ander aanvaarbare waarborg, wat binne 21 dae na datum van die verkoping aan die Balju voorsien moet word.

4. Die volledige verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Johannesburg-Suid te Sheffieldstraat 100, Turffontein. [Tel. (011) 683-8261/2.]

Gedateer te Alberton op 20ste dag van Maart 1995.

J. F. van Deventer, vir Steenkamp, Theart, Du Plessis, Mey, Eksekusieskuldeiser se Prokureurs, Eerste Verdieping, Druth-ton Sentrum, Voortrekkerstraat 48, Alberton; Posbus 145, Alberton, 1450. (Verw. 10534/mev. Jackson.)

**Case 24760/94  
PH 630**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as Allied Bank Limited, Plaintiff, and **Cass, Colin Maxwell**, Defendant

In execution of 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 182 Leeupoort Street, Boksburg, on Friday, 12 May 1995 at 11:15, 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 Boksburg, 182 Leeupoort Street, Boksburg:

Erf 2004, Sunward Park Extension 4 in the Township of Sunward Park, Registration Division IR, Transvaal, measuring 1 305 m<sup>2</sup>, held by the Defendant under Deed of Transfer T49480/1992, being 52 Bertlacey Drive, Sunward Park Extension 4, Boksburg.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom, separate toilet, toilet and shower, kitchen, garage and study.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 28th day of March 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. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01175/Mr Georgiades/le.)

Case 23960/94  
PH 630

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as Allied Bank Limited, Plaintiff, and **Koter, Hans Jochen**, Defendant

In execution of 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, 18 May 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 North, at 131 Marshall Street, Johannesburg:

Lot 556, Craighall Park Township, Registration Division IQ, Transvaal, measuring 1 983 m<sup>2</sup>, held by the Defendant under Deed of Transfer T41863/87, being 32 Buckingham, Craighall Park, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, bathroom/toilet/shower, study, kitchen, family room, separate w.c., two garages, two-bedroomed-cottage, laundry and store-room.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 27th day of March 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. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01163/Mr Georgiades/le.)

Case 124639/92  
PH 125

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Ramela, Johannes Morobe**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg dated 1 September 1993, and a warrant of execution dated 20 September 1993, the following property will be sold in execution without reserve to the highest bidder on 28 April 1995 at 10:00, at the Sheriff of the Court's Office, Court-house, Fox Street, Johannesburg:

Erf 14478, Diepkloof Township, Registration Division IQ, Transvaal, also known as 248 Zone 1, Diepkloof, measuring 300 (three hundred) square metres, held by Deed of Transfer TL20610/1988.

The property has been improved by the erection of a dwelling-house and the normal outbuilding.

**Improvements** (not warranted to be correct):

**Terms and conditions:**

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

2. **Conditions:** The full conditions of sale may be inspected prior to the day of the sale and the offices of the Sheriff of the Court, Second Floor, 32 Von Brandis Street, Johannesburg.

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

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

W. J. Cronjé, for Aucamp & Cronjé, First Floor, Momentum Life Building, 12 Baker Street, Rosebank; P.O. Box 1958, Parklands, Docex 503, Johannesburg. (Tel. 880-9211.) (Ref. Mr Cronjé/VIR/S141.93.)



Case 01369/94  
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 **Moncho, George Itumeleng**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 5 May 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

The right of leasehold in respect of Erf 9882, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, measuring 280 m<sup>2</sup>, held by the Defendant under Certificate of Right of Leasehold TL42183/1988, being 9882 Dobsonville Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 23rd day of March 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91549/WRFCLS/Mr Brewer/djl.)

Case 00999/95  
PH 277IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mostert, Nicolaas Jacobus**, First Defendant, and **Mostert, Johanna Catharina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 22B Ockerse Street, Krugersdorp, on Wednesday, 10 May 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 76, Dan Pienaarville Township, Registration Division IQ, Transvaal, measuring 833 m<sup>2</sup>, held by the Defendants under Deed of Transfer T15195/1993, being 166 Bodenstein Street, Dan Pienaarville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/toilet, kitchen, double garage, servant's room and toilet.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 23rd day of March 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2318/WRFCLS/Mr Brewer/djl.)

Case 10537/89

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

In the matter between **Nedperm Bank Limited**, now known as Nedcor Bank Limited, Execution Creditor, and **Vatiswa Virginia Mdludla**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 14 February 1990, the following property will be sold in execution on Friday, 5 May 1995 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

The Execution Debtor's right, title and interest in and to the right of leasehold in respect of Erf 561, Dobsonville Township, Registration Division IQ, Transvaal, in extent 294 (two hundred and ninety-four) square metres, held by Certificate of Registered Grant of Leasehold TL15431/1988, known as 561 Mogorosi Street, Dobsonville, District of Roodepoort.

Upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a dining-room, two bedrooms, kitchen, two outside buildings and a garage, in regard to which, however, nothing is guaranteed.

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

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

Dated 30 March 1995.

Louw & Heyl, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/891288/24218.)

#### Case 9154/91

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

In the matter between **United Building Society Limited**, Plaintiff, and **Cecilia Jacoba Robbertse**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 4 May 1995 at 10:00, of:

Remaining Extent of Erf 76, in the Town of Roseville, Registration Division JR, Transvaal, measuring 1 705 square metres, known as 520 Magdalena Avenue, Roseville.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom, laundry and double garage.

Inspect conditions at Sheriff Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-429910(286034)/JAA/J. S. Herbst.]

#### Case 5718/93

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

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

On 5 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 156, Morganridge Extension 2, Registration Division IR, Transvaal, situated at 12 Diaz Street, Morganridge Extension 2, Boksburg.

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

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

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

3. The purchaser 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. This 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 30th day of March 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H00893.)

#### Saak 2646/95

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Alho, Manuel Fernandes**, 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 Progressweg 182, Technikon, Roodepoort, op 5 Mei 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 484, Roodepoort Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Vierde Laan 27, Roodepoort-Noord, grootte 495 m<sup>2</sup> (vier nege vyf) vierkante meter.

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

**Hoofgebou:** Sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang en kombuis.

**Buitegeboue:** Geen, swembad.

**Konstruktuer:** Baksteen met teël.



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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die dag van April 1995.

Rossouws, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8297E.)

**Case 11061/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lahliwe Evelyn Hlanjwa**, Defendant

On 5 May 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 969, Vosloorus, Registration Division IR, Transvaal, situated at 969 Kunene Street, Vosloorus, Boksburg.

*Improvements:* Detached single storey brick residence consisting of two bedrooms, one and a half bathrooms, 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 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. This 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 31st day of March 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01873.)

**Case 3036/89****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Buti Isaac Makoko**, Defendant

On 5 May 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 311, Vosloorus Extension 1, Registration Division IR, Transvaal, situated at 311 Chepape Street, Vosloorus Extension 1, Boksburg.

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

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 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. This 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 31st day of March 1995.

Tuckers Inc., Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01671.)

Case 5201/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jose Manuel Leote da Comceicao**, First Defendant, and **Maria Emilia Martins da Comceicao**, Second Defendant

Notice is hereby given that on 4 May 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 20 March 1995, namely:

Certain Erf 391, Morehill Extension 2, Registration Division IR, Transvaal, situated at 81 Carina Street, Morehill 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, two bathrooms, kitchen, dining-room and lounge and outbuildings comprising two garages.

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 3rd day of April 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H03053.)

Saak 1083/94

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

In die saak tussen **ABSA Bank Bepers** (No. 86/04794/06) (Allied Bank Divisie), Eiser, en **S. M. en H. M. Mvemve**, Verweerders,

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 5 Mei 1995 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Vereeniging:

**Sekere:** Erf 2240, geleë in die dorpsgebied Three Rivers-uitbreiding 2, Registrasieafdeling IQ, Transvaal (Poplarstraat 9), groot 2 458 vierkante meter.

**Verbeterings:** Ingangsportaal, sitkamer, eetkamer, vier slaapkamers, kombuis, badkamer, toilet, twee garages en bediende-kamer/toilet.

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

Die koopprys sal as volg betaalbaar wees:

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

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

Gedateer te Vereeniging hierdie 27ste dag van Maart 1995.

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

Case 18726/94

PH 609

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Morobela, Matshidiso Bertha**, First Defendant, and **Molema, Michael**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 2 May 1995 at 10:00, at the offices of the Sheriff, Albertyn, First Floor, Eaton Terrace Building, New Redruth, Albertyn, to the highest bidder:

Stand 3275, Moleleki Extension 1 Township, Registration Division IR, Transvaal, held under Deed of Transfer TL42083/91, situated at 3275 Moleleki Extension 1, Katlehong.

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

**Improvements:** Roof tiled, walls brick, plaster and paint, lounge, kitchen, two bedrooms and bathroom.



**Terms:** The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg on this the 16th day of March 1995.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

**Case 26637/94  
PH 609**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Devy, Trevor George**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 28 April 1995 at 11:00, at the offices of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 1834, Dalpark Extension 6 Township, Registration Division IR, Transvaal, held under Deed of Transfer T16964/91, situated at 2 Sterkbos Street, Dalpark Extension 6.

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

**Improvements:** Roof tiled, walls semi face-brick, lounge, dining-room, bar area, kitchen, dressingroom, entrance-hall, three bedrooms, two bathrooms, two w.c.'s and carport.

**Outbuildings:** W.c. and swimming-pool.

**Terms:** The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg on this the 10th day of March 1995.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

**Case 18728/94  
PH 609**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Satula, Nombulelo Joyce**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 2 May 1995 at 10:00, at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, to the highest bidder:

Erf 3269, Moleleki Extension 1 Township, Registration Division IR, Transvaal, held under Deed of Transfer TL39596/90, situated at 3269 Moleleki Extension 1, Kattlehong.

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

**Improvements:** Single-storey dwelling, walls brick, plaster and paint, roof tiled and cement, floors screed, lounge, kitchen, two bedrooms, bathroom and w.c.

**Terms:** The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg on this the 24th day of March 1995.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

Case 4086/94  
PH 609

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Tshabalala, Mabutikhaya Isaac**, First Defendant, and **Shimbambo, Madumela Jane**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 2 May 1995 at 10:00, at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Erf 1260, Othandweni Extension 1 Township, Registration Division IR, Transvaal, held under Deed of Transfer TL12268/91, situated at 1260 Othandweni Extension 1, Tokoza.

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

*Improvements:* Roof tiled, walls brick, plaster and paint, lounge, kitchen, two bedrooms and bathroom.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg on this the 30th day of March 1995.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg, P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

Case 31190/93  
PH 609

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Steenkamp, Berno**, First Defendant, and **Steenkamp, Esmerelda**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 2 May 1995 at 10:00, at the offices of the Sheriff, Alberton, First Floor, Eaton Terrace, Eaton Terrace Building, New Redruth, Alberton, to the highest bidder:

Erf 1626, Albertsdal Extension 6 Township, Registration Division IR, Transvaal, held under Deed of Transfer T23304/92, situated at 47 Boerbok Street, Albertsdal Extension 6, Alberton.

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

*Improvements:* Single storey dwelling, walls brick and plaster, roof tiled, lounge, dining-room, kitchen, two bedrooms, bathroom, w.c. and carport.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg on this the 16th day of March 1995.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg, P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.]

Case 31731/94  
PH 45

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Jason, Abraham Floors**, First Defendant, and **Jason, Marianne Connie**, 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 and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Vereeniging, Overvaal, 28 Kruger Lane, Vereeniging, on Thursday, 11 May 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Midrand, prior to sale:

Portion 16 of Erf 5491, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, measuring 643 (six hundred and forty-three) square metres, being 11 Whittakker Street, Ennerdale Extension 9.



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

*Main building:* Three bedrooms, kitchen, lounge, two toilets and two bathrooms.

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

Dated at Johannesburg this the day of March 1995.

Cliffe Dekker & Todd, Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. S. von Schirmding/nls M25947.)

Case 25430/94

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Arthur Bertie John Reynolds**, First Defendant, and **Willemina Johanna Dorethea Magdalena Reynolds**, 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 in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 12 May 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 2692, Middelburg Extension 9 Township, Registration Division JS, Transvaal (also known as 10 Ferro Street, Middelburg Extension 9), measuring 980 (nine hundred and eighty) square metres, held under Deed of Transfer T54003/94, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., shower, garage and servant's room with w.c.

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

Dated at Pretoria this 3rd day of April 1995.

E. M. Eybers, for Adams & Adams, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1566/94.)

Case 01225/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsotetsi, Motheba Emily**, 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, Alberton, at First Floor, Terrace Building, 1 Eton Terrace, New Redruth, Alberton, on Tuesday, 2 May 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 Site 544, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situation 544 Tokoza Extension 2, Tokoza, area 234 (two hundred and thirty-four) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen and lounge.

*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 15th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NG385E/mgh/tf.)

Case 00689/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mosimane, Serame Morris**, 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, Krugersdorp, at 22B Ockerse Street, Klaburn Court, Krugersdorp, on Wednesday, 3 May 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 the right, title and interest in respect of Erf 13475, Kagiso Extension 8, Township, Registration Division IQ, Transvaal, situation 13475 Kagiso Extension 8, Krugersdorp, area 435 (four hundred and thirty-five) square metres.

*Improvements* (not guaranteed): Lounge/dining-room, two bedrooms, bathroom and kitchen.

*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 22nd day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NO200E/mgh/tf.)

Case 03715/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Luthuli, Sipho Benjamin**, 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 East), at 131 Marshall Street, Johannesburg, on Thursday, 4 May 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 1521, Mofolo North Township, Registration Division IQ, Transvaal, situation 1521 Mahlobo Street, Mofolo North, area 257 (two hundred and fifty-seven) square metres.

*Improvements* (not guaranteed): Lounge, three bedrooms, bathroom, kitchen and garage.

*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 17th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NO209E/mgh/tf.)

Case 20055/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Samuels, Philip**, 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, 4 May 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 75, Meredale Township, Registration Division IQ, Transvaal, situation 39 Amy Street, Meredale, area 2 026 (two thousand and twenty-six) square metres.

*Improvements* (not guaranteed): Five reception areas, four bedrooms, two bathrooms, toilet/washbasin, kitchen, pantry, three carports and swimming-pool.

*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 17th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NQ119E/mgh/tf.)

Case 03491/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nzama, Boy Abraham**, 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, 4 May 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 37 Jabulani Township, Registration Division IQ, Transvaal, situation 37 Jabulani, kwaXuma, area 282 (two hundred and eighty-two) square metres.



*Improvements* (not guaranteed): Dining-room, two bedrooms, toilet, kitchen and two garages.

*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 15th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtan Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NO215E/mgh/tf.)

Case 5162/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mohan, Derick Basil**, First Defendant, and **Mohan, Ann Evelyn**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 4 May 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 1228, Orange Grove Township, Registration Division IR, Transvaal, situation 86 11th Street, Orange Grove, Johannesburg, area 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and three reception areas.

*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 March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtan Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N3620E/mgh/tf.)

Case 01890/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **De Villiers, Frieda Antoinette**, 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, 4 May 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 61, Regents Park Estate Township, Registration Division IR, Transvaal, situation 48 Olga Street, Regents Park, area 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three reception areas, two bedrooms, bathroom, kitchen, pantry, laundry and garage.

*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 15th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtan Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NV200E/mgh/tf.)

Case 02559/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Buys NO., Barbara Shirley**, 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, 4 May 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 765, South Hills Extension 1 Township, Registration Division IR, Transvaal, situation 20 Harrismith Street, South Hills, Johannesburg, area 496 (four hundred and ninety-six) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom, kitchen and lounge.

*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 9th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NV204E/mgh/tf.)

Case 02555/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lambani, Molatelo Frans**, 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 West, at 131 Marshall Street, Johannesburg, on Thursday, 4 May 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 509, Zondi Township, Registration Division IQ, Transvaal.

*Situation:* Erf 509, Zondi, Soweto.

*Area:* 381 (three hundred and eighty-one) square metres.

*Improvements* (not guaranteed): Lounge, two bedrooms, kitchen and garage.

*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 9th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NO206E/mgh/tf.)

Case 32388/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van der Wal, Aldrin**, First Defendant and **Van der Wal, Marianna Marie**, 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, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 4 May 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* Erf 705, Rosettenville Township, Registration Division IR, Transvaal.

*Situation:* 127 Lang Street, Rosettenville.

*Area:* 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom and four reception areas.

*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 9th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NQ139E/mgh/tf.)

Case 02558/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Linda, Sipho Hezekiel**, 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 West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 4 May 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:* The right of leasehold of Lot 830, Tladi Township.



*Situation:* 830 Moduba Street, Tladi.

*Area:* 248 (two hundred and forty-eight) square metres.

*Improvements* (not guaranteed): Lounge, three bedrooms, bathroom and kitchen.

*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 9th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NO208E/mgh/tf.)

Case 00691/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shmukler-Tichko, Mark**, 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, 4 May 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 496, Regents Park Estate Township, Registration Division IR, Transvaal.

*Situation:* 27 Edward Street, Regents Park Estate, Johannesburg.

*Area:* 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and three reception areas.

*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 9th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NQ152E/mgh/tf.)

Case 02561/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mlombo, Sydney Mandla**, 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, Vereeniging, at De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 4 May 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Erf 367, Drieziek Extension 2 Township, Registration Division IQ, Transvaal.

*Situation:* Erf 367, Drieziek Extension 2 Township.

*Area:* 205 (two hundred and five) square metres.

*Improvements* (not guaranteed): Lounge, two bedrooms, bathroom and kitchen.

*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 14th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NO212E/mgh/tf.)

Case 06351/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lachmayer, Johanna Maria**, 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, Benoni, at 49 Kempston Avenue, Benoni, on Thursday, 4 May 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:* Holding 16, Marister Agricultural Holdings, Registration Division IR, Transvaal.

*Situation:* 16 School Avenue, Marister.

*Area:* 2,0215 (two comma nought two one five) hectares.

*Improvements* (not guaranteed): Six bedrooms, four bathrooms, two kitchens, eight reception areas, three garages, swimming-pool and jacuzzi.

*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 20th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. KP27E/mgh/tf.)

#### Case 01647/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kekana, Ntshimane Samuel**, First Defendant and **Kekana, Wendy**, 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, Westonaria, 50 Edwards Avenue, Westonaria, on Friday, 5 May 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* Erf 2486, Lenasia South Extension 2 Township, Registration Division IQ, Transvaal.

*Situation:* 2486 Hibiscus Crescent, Lenasia South Extension 2.

*Area:* 554 (five hundred and fifty-four) square metres.

*Improvements* (not guaranteed): Entrance hall/lounge, three bedrooms, bathroom and kitchen.

*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 15th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY109E/mgh/tf.)

#### Case 01635/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mandiwana, Madida Andries**, First Defendant, and **Mandiwana, Thololo Hilda**, 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, Johannesburg West (Soweto East), at 131 Marshall Street, Johannesburg, on Thursday, 4 May 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 15014, Meadowlands Township, Registration Division IQ, Transvaal.

*Situation:* 15014, Meadowlands Extension 7.

*Area:* 256 (two hundred and fifty-six) square metres.

*Improvements* (not guaranteed): Lounge, three bedrooms, two bathrooms, kitchen and garage.

*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 10th day of March 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO202E/mgh/tf.)



Saak 28127/93

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beprek**, Eiser, en **Louw, Joseph Benjamin**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 20 Januarie 1995, sal 'n verkoping van onroerende eiendom gehou word te die verkooplokaal van die Balju van die Hooggeregshof, Roodepoort, op 5 Mei 1995 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Progressweg 182, Technikon, Roodepoort, voor die verkoping ter insae sal lê:

Die volgende inligting aangaande die eiendom word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie.

Sekere Erf 285, Little Falls-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 598 vierkante meter, gehou kragtens Akte van Transport T58914/1993.

**Beskrywing:** 'n Woonhuis bestaande uit sitkamer, eetkamer, gesinskamer, drie slaapkamers, twee badkamers, gang, kombuis, motorhuis en stoorkamer, geleë te Newcumstraat 1000, Little Falls.

**Terme:** 10% (tien persent) van die koopprys en afslaersgelde, 5% (vyf persent) op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 plus Belasting op Toegevoegde Waarde, 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 April 1995.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, North State-gebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/DA0408.) (Balju/Afslaer se Tel. 760-1172.)

Case 21588/94  
PH 507

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Investec Bank Limited**, Execution Creditor, and **Brachini, Osvaldo**, Execution Debtor

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a sale will be held on 4 May 1995 at 10:00, at the offices of the Sheriff, Johannesburg East, First Floor, 131 Marshall Street, Johannesburg:

**Certain:** A half portion in Erf 544, Observatory Extension, Registration Division IR, Transvaal, measuring 2 395 (two thousand three hundred and ninety-five) square metres, situated at 181 St Georges Street, Observatory, Johannesburg.

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

A single storey dwelling under tiled roof with loft room, south facing overlooking golf course, consisting of sitting-room, dining-room, two bathrooms, three bedrooms, study room, kitchen and entrance hall.

The sale will be held on the conditions to be read out by the auctioneer and these conditions may be examined at the offices of the Sheriff, Johannesburg East, First Floor, 131 Marshall Street, Johannesburg, or at the offices of the Plaintiff's attorneys, Blakes Incorporated, 14 Plein Street, Johannesburg.

Signed at Johannesburg on this the 20th day of March 1995.

J. A. P. Sanchez, for Blakes Inc., 14 Plein Street, P.O. Box 5315, Johannesburg. [Tel. (011) 491-5500.] (Ref. Mr Sanchez/AdeG/RIL005.)

Case 3639/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **The Trustees from Time to Time of The Egen Family Trust** (1720/91), Defendant

A sale in execution of the undermentioned property is to be held at 16 Kestell Street, Witbank Extension 10, Witbank, on Friday, 12 May 1995 at 09:30:

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

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

**Property:** Portion 16 of Erf 5039, Witbank Extension 10 Township, Registration Division JS, Transvaal.

**Improvements:** Single storey—three bedrooms, kitchen, lounge, bathroom, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2332.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Martin: Sean Kenneth**, First Defendant, and **Martin: Robyn Bernice**, Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort, on Friday, 5 May 1995 at 10:00, of the undermentioned immovable property of the First and Second Defendants, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, Roodepoort, prior to the sale:

Erf 812, Strubensvallei Extension 3, Registration Division IQ, Transvaal, measuring 610 square metres, held by the First and Second Defendants, under Deed of Transfer T11402/1992, being 983 Sixpence Avenue, Strubens Valley Extension 3, and consisting of an entrance hall, lounge, dining-room, three bedrooms, bathroom, separate w.c., kitchen, pantry and carport. Improvements described are not guaranteed.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 5th day of April 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 2332/94

PH 128

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Daubner, Ernst Peter**, Identity Number 4505075476188, Defendant

In execution of 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, 2 May 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 29, Jacanlee Township, Registration Division IQ, Transvaal, being 102 Central Avenue, Jacanlee, measuring 1 496 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, family room, study, three bedrooms, two bathrooms and two separate toilets, kitchen, bar, double garage, servants' quarters, bathroom, toilet 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, building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

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

Dated at Johannesburg on the 30th day of March 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. S. Fuller/J. Robertson GGLIT 509433.)

Case 24373/94

PH 128

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tintinger, Brian John**, Identity Number 4602215159004, First Defendant, and **Tintinger, Mary Elizabeth**, Identity Number 4803130172003, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace, Alberton, on Tuesday, 2 May 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, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, Alberton, prior to the sale:

Erf 2059, Brackendowns Extension 2 Township, Registration Division IR, Transvaal, being 61 Seligna Street, Brackendowns, measuring 1 043 square metres.

**Use zone:** Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom, shower and toilet, kitchen, carport, servants' quarters, store-room and toilet.



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

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

Dated at Johannesburg on the 30th day of March 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. S. Fuller/J. Robertson GGLIT 581116.)

#### Case 61384/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Prakesh Kistasamy**, First Defendant, and **Maheshveri Tavamanie Kistasamy**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 13 August 1993, the property listed hereunder will be sold in execution on 5 May 1995 at 10:00, at the Johannesburg Magistrate's Court, Fox Street entrance, Johannesburg:

Certain Erf 7075, Lenasia Extension 7 Township, Registration Division IQ, Transvaal, measuring 1 248 (one thousand two hundred and forty-eight) square metres, held under Deed of Transfer T6593/93, situated at 4 Trout Avenue, Lenasia Extension 7.

**Zoned Residential.**

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building with brick walls, plastered and painted. Consisting of a lounge, dining-room, kitchen, pantry, four bedrooms, three bathrooms, two showers, three w.c.'s and two bidets, an entrance hall, family room and scullery. Outbuildings consists of two garages, servant's quarter, store-room, two w.c.'s, bath and shower. Further improvements consists of a filtered swimming-pool and brick paved drive. The boundary is surrounded by a brick wall.

**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 18% (eighteen 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 fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price subject to a maximum of R6 000, with a minimum of R200 plus VAT on the proceeds of the sale.

**Conditions of sale:**

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N79710.)

#### Case 72193/94 PH 97

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

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Mrs M. M. Bacher**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg dated 30 August 1994 and subsequent writ of execution issued, the following property will be sold in execution on 5 May 1995 at 10:00, at the Johannesburg Magistrate's Court, Fox Street Entrance, Johannesburg, without reserve, to the highest bidder, viz:

(a) Portion 1 of Erf 168, Melrose Township, Registration Division IR, Transvaal, measuring 1 505 (one thousand five hundred and five square metres).

(b) Held by the Defendant in her name under Deed of Transfer T13764/1991.

**Zoning:** Residential.

**Special use or exemptions:** None.

The Judgment Creditor has knowledge of improvements on the property.

1. **Terms:** 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 15,25% (fifteen comma two five per cent) payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff of the Court.

Dated at Rosebank on this 31st day of March 1995.

D. G. Sonderup, First Floor, Constantia Centre, corner of Keyes and Tyrwhitt Avenues, Rosebank; P.O. Box 47335, Parklands. (Tel. 880-2263.) (Ref. Mr Sonderup/jc/F1047.)

Case 21089/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mtandeki, Mzoxolo Sydwell**, First Defendant, and **Mtandeki, Namsa Muriel**, Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, First Floor, Terrace Building, New Redruth, Albertyn, on Tuesday, 2 May 1995 at 10:00, of the undermentioned immovable property of the First and Second Defendants, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Lot 9152, Tokoza Township, Registration Division IR, Transvaal, measuring 328 square metres, held by the First and Second Defendants under Deed of Transfer TL21546/87, being 9152, Tokoza Gardens, P.O. Tokoza.

Improvements described hereunder are not guaranteed: The dwelling consists of a lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on the 4th day of March 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740).

Case 62154/94  
PH 46

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Alfred Shabangu**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 23 November 1994, issued by the Court, at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at the Sheriff's offices for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder on 5 May 1995 at 10:00:

**Certain:** Erf 749, Dobsonville Gardens Township, Registration Division IQ, Transvaal, measuring 277 square metres, held by Certificate of registered Grant of Leasehold TL40718/1992, known as 810 Dobsonville Gardens, Dobsonville, Roodepoort.

**Conditions of sale:**

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

2. The following improvements on the property is reported but nothing is guaranteed: Single-storey residence, constructed of rhino ceilings, facebrick internal walls, consisting of lounge, kitchen, two bedrooms, bathroom, w.c. and sink kitchen units.

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

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

Dated at Johannesburg on this the 5th day of April 1995.

Krowitz Perlow and Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N328.)

Saak 82918/94

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

In die saak tussen **ABSA Bank Beperk** (handeldrywende as United Bank), Eiser, en **Tullues Harry**, (Identiteitsnommer 2910245080005), Eerste Verweerder, **Tullues, Elizabeth Maria**, (Identiteitsnommer 5207220160002), Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 4 Mei 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Deel 30, soos getoon en meer volledig beskryf op Deelplan SS217/84, in die gebou of geboue bekend as Elizabeth Court, waarvan die vloeroppervlakte volgens die genoemde Deelplan 68 (agt-en-sestig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en meer volledig beskryf op die genoemde deelplan, toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST217/1984(30), gedateer 18 September 1994, onderworpe aan die voorwaardes van titel.

Hierdie eiendom is geleë te Elizabeth Court 30, Kerkstraat 201, Pretoria-Wes.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, kombuis, twee slaapkamers en badkamer en toilet.

**Konstruksie:** Mure - baksteen, dak - metaal, plafon - herculite, vloer - matte.



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 7de dag van April 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1798.)

**Saak 4192/94**

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

In die saak tussen **ABSA Bank Beperk** (Reg. No. 86/04794/06) (Allied Bank Divisie), voorheen bekend as Allied Bouvereniging, Vonnisskuldeiser, en **Msebenzi Petros Nzima**, Eerste Vonnisskuldenaar, en **Fuga Esther Nzima**, Tweede Vonnisskuldeiser

Ingevolge 'n vonnis gelewer op 20 Januarie 1995, in die Ermelo Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 3 Mei 1995 om 10:00, te Landdroskantoor, Ermelo, aan die hoogste bieder, met geen reserweprys.

*Beskrywing:* Gedeelte 1 van Erf 598, geleë in die dorp Ermelo gehou kragtens Akte van Transport T32419/94, met verbeterings, groot 2 855 (tweeëuisend agthonderd vyf-en-vyftig) vierkante meter.

*Straatadres:* Die eiendom is verbeter en is geleë te Jansenstraat 15, Ermelo, 2350.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

*Voorwaardes:* Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, lê by die kantore van die Balju van die Landdroshof te Jan van Riebeeckstraat, Ermelo, ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegestaan is 10 (tien) persent van die koopprys aan die Balju vir die Landdroshof, Ermelo, betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju vir die Landdroshof, Ermelo, lewer binne 30 (dertig) dae na datum van die verkoping.

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

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge indien enige, tesame met Belasting op Toegevoegde Waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

(d) Die koper moet afslaersgelde op die dag van die verkoping aan die Balju vir die Landdroshof, Ermelo, betaal, tesame met 14% (veertien) persent BTW op sodanige kommissie.

Gedateer te Ermelo op hede 4 April 1995.

B. J. Wheeler, vir M. M. Nolte, MM Note-gebou, De Clerqstraat 11, Ermelo, 2350, Posbus 114, Ermelo, 2350. [Tel. (01341) 2128.] (Verw. mnr. Wheeler/eduP/C07858.)

## CAPE • KAAP

**Case 132/93**

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Bradley Robert John Hart**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood, dated 30 March 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 4 May 1995 at 12:30:

Erf 93, Richmond Park, in the Municipality of Milnerton, Cape Division, in extent 495 (four hundred and ninety-five) square metres.

*Street address:* 2 Welgelegen Road, Richwood, also known as 6 Annandale Road, Richwood.

*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, kitchen, four bedrooms, two bathrooms/w.c. and garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsie's River.

(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 prevailing rate of interest 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 28th day of March 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

**Case 4020/94**

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Jan Bruin van Dijken**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood, dated 2 May 1994 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 4 May 1995 at 11:00:

Erf 904, Pinelands, in the Municipality of Pinelands, Cape Division, in extent 904 (nine hundred and four) square metres.

Street address: 3 New Way, Pinelands.

**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, two bathrooms, garage and swimming-pool.

(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, Epping Avenue, Elsie's River.

(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 prevailing rate of interest 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 28th day of March 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

**Saak 1151/94**

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

In die saak tussen **Drs. N. J. van der Merwe en J. Fourie**, Eisers, en **J. B. Rudolph**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vryburg gehou te Vryburg, in bogemelde saak, sal 'n verkoping op Vrydag, 5 Mei 1995 om 10:00, gehou word voor die Landdroskantoor (Hofgebou), De Kockstraat, Vryburg, op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder, naamlik:

Sekere Erf 0000146, geleë in die munisipaliteit te Reivilo, groot 4 461 vierkante meter, gehou kragtens Transport 46/1941.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die bode van die Hof. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg binne 10 (tien) dae na afloop van die veiling.

Die voorwaardes van die verkoping kan in die kantoor van die Bode van die Hof tydens kantoorure besigtig word.

Venter, Booysen & Ferreira, Vrystraat 74, Vryburg.

**Case 2499/93**

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Delycia Freda du Plessis**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 21 July 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 4 May 1995 at 10:00:

Erf 1090, Eversdale, in the Municipality of Bellville, Cape Division, in extent 1 079 (one thousand and seventy-nine) square metres.



Street address: 91 Panorama Avenue, Stellenberg.

**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: Entrance hall, lounge, dining-room, family room, three bedrooms, study, kitchen, laundry, pantry, bathroom, shower/w.c., double garage, servants' quarters with shower, swimming-pool and thatched braai area.

(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 prevailing rate of interest 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 March 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

**Case 3154/94**

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **J. M. Moeletsi**, First Execution Debtor, and **N. J. Moeletsi**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 17 May 1994 and in pursuance of an attachment in execution dated 24 May 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 27 April 1995 at 11:00, of the following immovable property situated at 5 Makuleni Street, kwaNobuhle, Uitenhage:

**Zoned:** Residential.

Being Erf 862 (now Erf 2777), kwaNobuhle, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 341 square metres, held by John Makalo Moeletsi and Nkosazana Joy Moeletsi, under Certificate of Registered Grant of Leasehold 862/1, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under asbestos with lounge, three bedrooms, kitchen, bathroom and single garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the Office of the Sheriff for the Magistrate's Court, Uitenhage.

**Terms:** 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 27th day of March 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

**Case 9828/92**

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

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Alexander Louis Schouw** and **Gwendoline Helena Schouw**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Mitchells Plain on Thursday, 4 May 1995 at 09:00:

Erf 508, Mitchells Plain, in the Municipality of Cape Town, in extent 183 (one hundred and eighty-three) square metres, held by Deed of Transfer T47706/91 and situated at 9 Eisenberg Road, Westridge, 7785.

**Conditions of sale:**

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain South.

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

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 17,25% (seventeen 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 23rd day of March 1995.

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 W14566.)

Case 24333/94

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

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Linda Stander**

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 Andrew Murray Street, Parow, 7500, on Thursday, 4 May 1995 at 09:00:

Erf 484, Parow, in the Municipality of Parow, in extent 714 (seven hundred and fourteen) square metres, held by Deed of Transfer T26941/94 and situated at 22 Andrew Murray Street, Parow, 7500.

*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, dining-room, 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 17,25% (seventeen 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 22nd day of March 1995.

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 Z28336.)

Case 3622/93

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

**ABSA Bank Limited**, trading as United Bank, *versus* **Kenneth Arthur Hanslo** and **Gwendoline Ethel Hanslo**

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 4 May 1995 at 09:00:

Erf 25358, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 143 (one hundred and forty-three) square metres, held by Deed of Transfer T63914/92, situated at 45 Chestnut Street, Eastridge, Mitchells Plain.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen 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 March 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case 2426/94

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

**ABSA Bank Limited**, trading as United Bank, *versus* **John Peter Williams** and **Margaret Williams**

The following property will be sold in execution by public auction held at Somerset West Magistrate's Court, to the highest bidder on 2 May 1995 at 10:00:

Erf 8543, Somerset West, situated in the Municipality of Somerset West, Administrative District of Stellenbosch, in extent 340 (three hundred and forty) square metres, held by Deed of Transfer T48718/90, situated at 7 Protea Street, Tuindorp, 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 lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and separate toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen 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 March 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)



## Case 7702/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Angela Mary Farrenkothén**

The following property will be sold in execution by public auction held at 8 Milner Avenue, Hout Bay, to the highest bidder on 2 May 1995 at 14:00:

Erf 4294, Hout Bay, in the Local Area of Hout Bay, Cape Division, in extent 594 (five hundred and ninety-four) square metres, held by Deed of Transfer T3514/92, situated at 8 Milner Avenue, Hout Bay.

*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/pantry, four bedrooms, two bathrooms, bar area, family room, double garage, shower/toilet and swimming-pool.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 9th day of March 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

## Case 47309/92

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Egret Investments CC**

The following properties will be sold in execution by public auction held at Kutari, Egrets Way, Zeekoevlei, to the highest bidder on 2 May 1995 at 12:00:

Erf 437, Zeekoevlei, in the Local Area of Zeekoevlei, Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T71682/88.

Erf 438, Zeekoevlei, in the Local Area of Zeekoevlei, Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T71682/88, situated at Kutari, Egrets Way, Zeekoevlei.

*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, four bedrooms, kitchen, bathroom, toilet and dresser detached double garage.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen 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 10th day of March 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

## Case 9570/90

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

**ABSA Bank Limited**, trading as United Bank, *versus* **Noluthando Mandisa Majombozi**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 11 May 1995 at 10:00, to the highest bidder:

Erf 24035, Khayelitsha, in extent 287 square metres, held by T18382/1989, situated at 25 Plum Crescent, Tembani Village, Khayelitsha, 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 17,25% (seventeen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. DOU0579/100075/gl.)

Case 16252/94

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

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **The Administrator of the Estate late Luvuyo Mfono**, First Defendant, and **Mrs Nophumelela Florida Mfono**, Second Defendant

In the above matter a sale will be held on Thursday, 27 April 1995 at 10:00, at the Mitchells Plain Court-house, the site, 11 Delta Road, Graceland, Khayelitsha, being:

Erf 24967, Khayelitsha, in the area of the City Council of Lingeletu West, Cape Division, measuring one hundred and forty-eight (148) square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Single dwelling under an asbestos tiled roof consisting of two bedrooms, lounge, kitchen, bathroom, toilet and handbasin.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Khayelitsha, and at the offices of the undersigned.

Dated at Mitchells Plain this 3rd day of March 1995.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 391-1485/3808.)

Case 11038/92

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

In the matter between **Natal Building Society**, Plaintiff, and **Mr H. S. Davy**, First Defendant, and **Mrs. L. J. Davy**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 16 September 1992, the property listed hereunder will be sold in execution, on 10 May 1995 at 11:45, at 18 Weldra Crescent, Northpine, Brackenfell, to the highest bidder:

Certain Erf 9405, Brackenfell, in the Local Area of Scottsdene, Division Stellenbosch, known as 18 Weldra Crescent, Northpine, Brackenfell, in extent 357 (three hundred and fifty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, kitchen, lounge, dining-room, garage and bathroom and brick building under tiled roof.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 23rd day of March 1995.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/NB65.)

Case 8635/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **John Joseph Williams**, First Execution Debtor, and **Naomi Elizabeth Williams**, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River, in the above matter, a sale will be held on Friday, 5 May 1995 at 09:00, in front of the Kuils River, Magistrate's Court-house:

Erf 5421, Eerste Rivier, in the Melton Rose Local Area, Administrative Branch of Stellenbosch, situated at 11 Barbara Road, Santana, Eerste River, measuring two hundred and ninety-seven (297) square metres, held by Title Deed T42162/89 dated 25 July 1989.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Kuils River.



Dated at Cape Town on this the 27th day of March 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z31743.)

**Case 640/95****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Irvin John Solomons**, First Defendant, and **Colleen Susanna Solomons**, Second Defendant

In the above matter a sale will be held on Monday, 8 May 1995 at 12:00, at the site of 40 Smarag Street, Kleinvlei, being: Erf 2598, Kleinvlei, in the Local Area of Melton Rose, Division of Stellenbosch, measuring 363 square metres.

**Conditions of sale:**

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of seventeen comma two five per centum (17,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising two bedrooms, bathroom, toilet, lounge and kitchen.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff, Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

**Case 15335/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Limited**, Plaintiff, and **F. J. Esau (NB0051)**, First Defendant, and **D. G. Esau (NB0051)**, Second Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 3 May 1995 at 10:45:

**Property:** Erf 68, Rustdal, in the Local Area of Rustdal, Division of Stellenbosch, measuring 793 (seven hundred and ninety-three) square metres, held by Deed of Transfer T2973/1992, more specifically known as 10 Cactus Road, Rustdal, Blackheath.

**Conditions of sale:**

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds insofar as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

**Dated:** 16 March 1995.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. H. P. M. Kruger/jdt.); Auctioneer for Plaintiff, Sheriff, Magistrate's Court, 29 Northumberland Street, Bellville. (Ref. A. Matthee.)

**Case 5133/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Limited**, Plaintiff, and **C. L. Hagglund**, First Defendant, and **D. Hagglund**, Second Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 3 May 1995 at 10:00:

**Property:** Erf 6623, Blue Downs, in the Local Area of Blue Downs, Administrative District of Stellenbosch, measuring 164 (one hundred and sixty-four) square metres, held by Deed of Transfer T1313/1991, more specifically known as 11 Antares Lane, Fountain Village, Blue Downs.

**Conditions of sale:**

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds insofar as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

**Dated:** 16 March 1995.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. H. P. M. Kruger/jdt.); Auctioneer for Plaintiff, Sheriff, Magistrate's Court, 29 Northumberland Street, Bellville. (Ref. A. Matthee.)

Case 11044/94

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

In the matter between **ABSA Bank Limited**, trading as **Allied Bank**, versus **John Jenneke**, and **Maria Jenneke**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 3 May 1995 at 09:00:

Erf 5118, Blue Downs, in the Local Area of Blue Downs, Stellenbosch, in extent 300 (three hundred) square metres, held by Deed of Transfer T40071/93, situated at 10 Margaret 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 two bedrooms, bathroom, kitchen and lounge.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale; and the balance together with interest at the current rate of 17,25% (seventeen 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 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 22nd day of March 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Saak 6775/89

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

In die saak tussen **G. J. Botha**, Eiser, en **I. M. J. Oncker**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 2 Mei 1995 om 11:00, aan die hoogste bieder verkoop word:

Erf 9948, Worcester, geleë te Denissestraat 5, Worcester, in die gebied van Worcester Plaaslike Oorgangsraad, afdeling Worcester, groot 743 (sewehonderd drie-en-veertig) vierkante meter.

*Voorwaardes:* Die verkoping is onderhewig aan die betaling in kontant van ten minste 20% (twintig persent) van die koopprijs op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 21 dae vanaf die verkoopdatum vir die balans van genoemde koopprijs. In geval van Eiser self die koper is sal die voorwaardes ten opsigte van die 20% (twintig persent) deposito nie van toepassing wees nie.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester in 1995.

Conradie & Vennote, Prokureur vir Eiser, Stockenströmstraat 23, Worcester.

Case 12802/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **El Al Israel Airlines Limited**, Plaintiff, and **Martin van Breda**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held on 21 April 1995 at 10:00, at 98 Platteklouf Road, Platteklouf Glen, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff of the Supreme Court, 29 Northumberland Street, Bellville:

Erf 31612, Goodwood, situated in the Municipality of Goodwood, Cape Division, in extent 588 (five hundred and eighty-eight) square metres.

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

Brick building, tiled roof, lounge, dining-room, TV-room, open plan kitchen, three bathrooms, two garages and fibre glass swimming-pool.

*Terms:*

1. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

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

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Supreme Court, Goodwood.

Dated at Cape Town on this 16th day of March 1995.

T. L. Maughan, for Francis Thompson & Aspdon Inc., Plaintiff's Attorneys, 5 Leeuwen Street, 30 Hout Street, Cape Town. (Ref. TLM/lk/W15071.)



Saak 2658/94

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

In die saak tussen **Nedcor Bank Beperk**, Vonniskuldeiser, en **mnr. Llewellyn E. en mev. Wendy J. Rodney**,  
Vonniskuldenaars

Die volgende onroerende eiendom sal in eksekusie verkoop word op 28 April 1995 om 12:00, te Britanniabaai, te Suikerkan-  
netjiesstraat, naamlik:

Erf 1180, St Helenabaai, geleë in die gebied van die Weskus Skiereiland Oorgangsraad, afdeling Malmesbury, Wes-Kaap,  
groot 809 vierkante meter, gehou deur Vonniskuldenaar kragtens Transportakte T25818/91 en onderworpe aan die veilingsvoor-  
waardes hieronder uiteengesit.

**Verbeterings** (nie gewaarborg): Leë erf.

**Veilingvoorwaardes:**

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet  
op Landdroshowe, No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet, No. 3  
van 1966, en Wet, No. 36 van 1966.

2. Een-tiende ( $\frac{1}{10}$ ) van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die  
geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die  
datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en  
enige bykomende onkoste.

4. Besit van eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkon-  
trakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor  
van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. [Tel. (02281) 4-2244.]

Case 8150/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Mbuyo Huguenot Maduma**, First Defendant,  
and **Nolinga Maduma**, Second Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of East London and writ of execution dated  
16 January 1995 by the above Honourable Court, the following property will be sold in execution on Wednesday, 26 April 1995 at  
10:00, by the Sheriff of the Court, at 12 Lynton Road, Sunnyside, East London:

Erf 18067, East London, Municipality and Division of East London, in extent 1 041 square metres, held by Deed of Transfer  
T3262/1992, commonly known as 12 Lynton Road, Sunnyside, East London.

The property consists of usual buildings/outbuildings, lounge, dining-room, kitchen, three bedrooms, one and a half bath-  
rooms, shower, two toilets, entrance hall, garage, servants' quarters, single storey and asbestos roof.

**Conditions of sale:**

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts  
Act and rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A  
substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court, immediately prior to the sale may be inspected in his  
office at 4 Oxford Street, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 23rd day of March 1995.

Drake Flemmer & Orsmond, Fifth Floor, NBS Building, 15 Terminus Street, East London. (Ref. M. B. Orsmond/RW/N132.)

Case 13606/92  
PH 255

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Nelson Sebenzile Madikane**,  
First Defendant, and **Nobelungu Rinah Madikane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-  
mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court, on Thursday, 25 May 1995 at  
10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff  
for the Supreme Court, Second Floor, Town Centre, Allegro Lane, Mitchells Plain.

Erf 30481, Khayelitsha, in the Area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 280  
square metres and situated at 63/65 Dada Crescent, Khayelitsha.

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

A 62,28 square metre main dwelling consisting of a lounge, kitchen, three bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Montague Gardens this 4th April 1995.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S898/2424.)

**Case 15446/91  
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **James Zingisile Ellen**, First Defendant, and **Nomlibo Susan Ellen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court on Thursday, 25 May 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Second Floor, Town Centre, Allegro Lane, Mitchells Plain.

Erf 30407, Khayelitsha, in the Area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 248 square metres, and situated at 9 Ngqangqolo Street, Elitha Street, Khayelitsha.

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

A 248 square metre main dwelling consisting of an entrance hall, lounge/dining-room, kitchen, three bedrooms, bathroom and a water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Montague Gardens this 4th day of April 1995.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S460/1446.)

**Case 2197/92  
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Queenie Marks**, First Defendant, and **Phelibongo Collin Bacela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court, on Thursday, 25 May 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Second Floor, Town Centre, Allegro Lane, Mitchells Plain.

Erf 30305, Khayelitsha, in the Area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 382 square metres, and situated at 27 Nciniba Street, Elitha Park, Khayelitsha.

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

A 63 square metre main dwelling consisting of a lounge, kitchen, three bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.



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

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

Dated at Montague Gardens this 4th day of April 1995.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S641/1770.)

**Case 15774/91  
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mosisa Dyongo**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court, on Thursday, 25 May 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 for the Supreme Court, Second Floor, Town Centre, Allegro Lane, Mitchells Plain.

Erf 29781, Khayelitsha, in the Area of the City Council of Lingeletu West, Cape Division, in extent 170 square metres, and situated at 52 Ngcwalazi Drive, Town 2, Village 1, Khayelitsha.

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

A 46,17 square metre main dwelling consisting of an entrance hall, lounge/dining/family room, kitchen, two bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Montague Gardens this 4th day of April 1995.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S528/1576.)

**Case 1961/91  
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Ephraim Mzukisi Ketile**, First Defendant, and **Xoliswa Cynthia Ketile**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court, on Thursday, 25 May 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 for the Supreme Court, Second Floor, Town Centre, Allegro Lane, Mitchells Plain.

Erf 27969, Khayelitsha, in the Area of the City Council of Lingeletu West, Cape Division, in extent 190 square metres, and situated at 6 Nobiya Street, Town 2, Village 1, Elitha Park, Khayelitsha.

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

A 62,28 square metre main dwelling consisting of a lounge, kitchen, three bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Montague Gardens this 4th day of April 1995.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S599/1722.)

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NATAL

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Case 63786/93

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

In the matter between **The Trustees for the time being of the Brennan Trust and 4 Others**, Execution Creditor, and **Ramsamy Kanakiah Naidoo**, First Execution Debtor, and **Bungaramma Naidoo**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate Durban, and writ of execution dated 9 December 1993, the immovable property listed hereunder will be sold in execution on 30 May 1995 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth Town Centre, to the highest bidder:

*Description:* Lot 278, Umhlatuzana, situated in the City of Durban, Administrative District of Natal, in extent one thousand three hundred and one (1 301) square metres, held by the Execution Debtors under Deed of Transfer T17160/92.

The immovable property is situated at 15 50th Avenue, Umhlatuzana.

*Improvements:* None. Municipal electricity and water supply: Local authority. Possession: Vacant possession is not guaranteed. Premises are vacant at present.

*Material conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser shall pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at Sheriff's Office, 12 Oak Avenue, Kharwastan, 4012 (Tel. 43-2217).

Dated at Durban this 30th day of March 1995.

R. C. Lovell Greene, for Chapman Dyer Miles & Moorhead Inc., Execution Creditor's Attorneys, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. RLG/pk/14/C3761/93.)

Case 367/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Logambal Naidoo** (in her capacity as Executrix in the estate of the late David Naidoo), Defendant

In pursuance of a judgment granted on 27 May 1994, in the Court of the Magistrate, Umzinto, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 12 May 1995 at 10:00, on the steps of the Magistrate's Court, Scott Street, Scottburgh, Natal:

*Description:* A certain piece of land being: Lot 503, Umzinto Extension 2, situated in the Umzinto North Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal in extent 1 779 square metres.

*Postal address:* 42 Daffodil Road, Umzinto, 4201.

*Improvements:* Brick and plaster under tile dwelling, consisting of front verandah, lounge, dining-room, kitchen, scullery, three bedrooms, main en suite and full bathroom.

*Conditions of sale:* The property is subject to the following conditions of title:

(a) The property has the benefit of the use of the road 7,62 metres wide over Remainder of the farm Umbelli Belli 1288;

(b) there are no pre-emptive right holders.

*Town-planning zoning:* Special Residential.

Nothing is guaranteed in the above respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Savelle Place, Scottburgh, Natal, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 28th day of March 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL2002.)



## Case 58865/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Gregory Edward Rolando**, First Execution Debtor, and **Mrs Jennifer Pinkie Rolando**, Second Execution Debtor

In pursuance of judgment granted on 6 October 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 4 May 1995 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, to the highest bidder:

*Description:* A certain immovable property being: Lot 726, Austerville, situated in the City of Durban, Administrative District of Natal, in extent two hundred and ninety-seven (297) square metres.

*Postal address:* 182 Cycas Road, Wentworth, 4052.

*Improvements:* Block under asbestos dwelling consisting of lounge, kitchen, two bedrooms and bathroom.

*Town-planning:* Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban, or at our offices.

Dated at Durban this 17th day of March 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/038641/Mrs Chelin.)

## Case 3948/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Michael Munusamy Muddly**, First Defendant, and **Kistamah Muddly**, Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court, dated 23 January 1995 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on 5 May 1995 at 09:00, at the Sheriff's Offices, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Subdivision 194 of Lot 3229, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 224 (two hundred and twenty-four) square metres.

The property is situated at 25 Cassimjee Road, Northdale, Pietermaritzburg, KwaZulu/Natal and is improved by a dwelling-house constructed of concrete under asbestos roof, consisting of bedroom, kitchen and servant's toilet.

*Material conditions of sale:*

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 16,25% (sixteen comma two five per centum) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 15th day of March 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G464.)

## Case 13081/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Judgment Creditor, and **Linda Shadrack Nzimande**, Judgment Debtor

In pursuance of judgment granted on 17 January 1995, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution, on 5 May 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* Ownership, Unit E945 in the Township of Ntuzuma, District of Ntuzuma measuring, in extent 336 (three hundred and thirty-six) square metres.

*Postal address:* E945 Ntuzuma.

*Improvements:* Brick under asbestos dwelling comprising lounge, kitchen, two bedrooms, and toilet with bathroom, water and lights facilities, held by the Defendant in his name under Deed of Transfer G1346/89.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Umhlanga Rocks this 24th day of March 1995.

Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

**Saak 31/95**

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

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en  
**Shadrack Jabulisani Shabalala**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 30 Januarie 1995, sal die ondervermelde eiendom op 3 Mei 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 2824, Unit A, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop, maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant op gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 24ste dag van Maart 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

**Case 12962/94**

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Judgment Creditor, and **Cyprian Ndukuzinde Maphumulo**, Judgment Debtor

In pursuance of judgment granted on 17 January 1995, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 5 May 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* Lot 1102, Ohlanga, situated in the Township of Ohlanga, District of Verulam, in extent six hundred and thirty-one (631) square metres.

*Postal address:* Lot 1102, Ohlanga.

*Improvements:* Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet outside and no bathroom, no lights and water facilities, held by the Defendant in his name under Deed of Grant GF159/1993.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.



4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Umhlanga Rocks this 23rd day of March 1995.

Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.] (Ref. PAJ/K159.)

#### Case 12963/94

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Judgment Creditor, and **Meshack Mthetheleli Ndlovu**, Judgment Debtor

In pursuance of judgment granted on 2 February 1995, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 5 May 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* Site 587, Ohlanga, situated in the District of Inanda, Administrative District of Natal, Province of KwaZulu/Natal, in extent three hundred and seventy-eight (378) square metres.

*Postal address:* Site 587, Ohlanga.

*Improvements:* Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet outside and no bathroom, no lights and water facilities, held by the Defendant in his name under Deed of Grant 13087.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Umhlanga Rocks this 24th day of March 1995.

Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.] (Ref. PAJ/mac/K161:K100-0099.)

#### Case 786/94

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

In the matter between **The Collector of Rates for the Munster Town Board**, Plaintiff, and **A. M. van Zyl**, Defendant

In pursuance of a judgment granted by the above Honourable Court on 13 June 1994, and a warrant of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff of the Magistrate's Court, in front of the Magistrate's Court, Port Shepstone, on 21 April 1995 at 11:00, namely:

Lot 94, Leisure Bay, situated in the Munster Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 027 square metres and situated at 23 Kirkcaldy Avenue, Leisure Bay;

Lot 872, Leisure Bay, situated in the Munster Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 014 square metres and situated at 7 Dawlish Avenue, Leisure Bay.

*Material conditions of sale:*

1.1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the Trust account of the Sheriff of the Magistrate's Court.

1.2. The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff conveyancers and to be furnished to the Plaintiff's conveyancers within 15 (fifteen) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the conveyancers for the Plaintiff.

3. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. The property is sold as represented by the title deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the Deed of Transfer.

The stands are vacant.

Douglas Kent & Co., Attorneys for the Plaintiff, 1-6 Standard Bank Building, Marine Drive, Margate; P.O. Box 205, Margate, 4275. [Ref. C.97(10)/92 CM10 068.]

**Case 9952/93****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 **Ramasiva Veerannah**, First Defendant, and **Analutchmie Veerannah**, 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, 28 April 1995 at 10:00:

*Description:* Lot 4927, Pinetown (Extension 51), situated in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent two thousand four hundred and thirteen (2 413) square metres, held under Deed of Transfer T3302/1983.

*Physical address:* 44 Himandra Road, Nagina Township, Pinetown, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single-storey brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom, bathroom/toilet and toilet. The outbuildings comprise four garages, toilet/shower and pool-room. There is also a concrete swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 17th day of March 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.7189/mvr.)

**Case 3770/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE**

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Jacobus Johannes Hercules Koen**, First Execution Debtor, and **Beverley Sharon Koen**, Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 12 January 1995, the following immovable property will be sold in execution on 5 May 1995 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 225, Uvongo, situated in the Margate Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 012 square metres.

The following information is furnished regarding the property (but is not guaranteed): The property is situated at 52 Ridge Road, Uvongo.

Upon the property is a dwelling under brick and tile consisting of small verandah, open plan lounge and dining-room, kitchen, three bedrooms, bathroom plus separate toilet. Outbuilding 1: Under brick and tile consisting of single garage. Outbuilding 2: Under brick and tile consisting of servant's room with shower and toilet.

*Material conditions of sale:* The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 15th day of March 1995.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 50 Bisset Street, Port Shepstone.



Case 3989/91

## 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 **Robin Michael Human**, 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, 28 April 1995 at 10:00:

**Description:** Lot 1315, Pinetown (Extension 26), situated in the Borough of Pinetown and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent one thousand eight hundred and seventy-two (1 872) square metres, held under Deed of Transfer T30162/88.

**Physical address:** 8 Angus Road, Farningham Ridge, Pinetown, Natal.

**Zoning:** Special Residential.

The property consists of the following: Brick under tile roof dwelling comprising three bedrooms, lounge, dining-room, kitchen, bathroom and shower with toilet. The outbuildings comprise garage and shower with 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 cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 10th day of March 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.4578/mvr.)

Case 477/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Musa Allison Ndlovu**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution, on 28 April 1995 at 11:00, by the Sheriff of the Supreme Court, 5 Bishop Street (behind Masonic Lodge, Camperdown, to the highest bidder for cash, without reserve):

Subdivision 25, of the Farm Uitzoek 1104, situated in the regulated area of Manderston, Administrative District of Natal, in extent seven thousand three hundred and eighty-five (7 385) square metres held under Deed of Transfer T20592/91.

The following information relating to the property is furnished (but not guaranteed in any way):

1. The property is situated at Uitzoek Farm, Main Umlaas Road/Richmond Road, KwaZulu/Natal.  
2. The property has been improved by the construction thereon of a dwelling with entrance hall, lounge, dining-room, sunroom, kitchen, laundry, four bedrooms, two bathrooms, double garage, double servants' quarters with w.c., workshop, tool-room and swimming-pool.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 1st day of March 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (P. R. J. Dewes/vmh/S 089.)

Case 28536/94

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

In the matter between **Standard Yoke & Timber Mills (Pty) Limited**, Judgment Creditor, and **Ms Esmy Silvery Dennis**, Judgment Debtor

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Friday, 5 May 1995 at 11:00, by the Sheriff of the Magistrate's Court at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder, without reserve, subject to the conditions of sale:

Subdivision 472 (of 301) of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 479 (four hundred and seventy-nine) square metres, situated at 22 Thornton Place, Eastwood, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T24444/1989.

The following information is given about the immovable property but is not guaranteed:

*Zoning:* Special Residential.

*Improvements:* A double-storey dwelling constructed of block under tile roof, comprising:

*Downstairs:* Lounge, dining-room, kitchen, entrance hall, bathroom and toilet.

*Upstairs:* Three bedrooms, bathroom, toilet and balcony off main bedroom, with garage, swimming-pool, outside shed and servants' quarters.

The conditions of sale, which may be inspected at the office of the aforesaid Sheriff will be read out immediately prior to the sale.

Dated at Pietermaritzburg on the 31st day of March 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg.

#### Case 52803/94

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

In the matter between **Carol Anne Jackson**, Plaintiff, and **Peter Frederick Jackson**, Defendant

In pursuance of a judgment granted on 9 September 1994 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 4 May 1995 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban:

*Description:* Lot 7181, Durban, Administrative District of Natal, in extent 688 (six hundred and eighty-eight) square metres, held under Deed of Transfer T6581/1988.

*Postal address:* 243 Brand Road, Glenwood.

*Improvements:* Improved by the erection of a dwelling-house with the usual outbuildings.

*Material conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) 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 registration of transfer which balance is to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorney.

(b) The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Somtseu Road, Durban.

Dated at Durban on this 30th day of March 1995.

Martin & Associates, 98 Windermere Road, Morningside.

#### Case 13148/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Barge Import Export Investments (Pty) Ltd**, Defendant

In pursuance of a judgment granted on 21 January 1991, in the Magistrate's Court, Pinetown, and under a warrant of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 5 May 1995 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

*Description:* Remainder of Subdivision 139 of the farm Upper End Langefontein 980, situated in the Development Area of Waterfall and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 2,4329 hectares, held by Deed of Transfer T6340/90.

*Physical address:* 139 Inanda Road, Waterfall.

*Improvements:*

*Main building:* Single storey brick dwelling under tile, three bedrooms, bathroom, kitchen, combined lounge/dining-room and lobby.

*Flatlet:* Single storey, brick dwelling under tile, attached to the main building, two bedrooms, bathroom, kitchen and combined lounge/dining-room.

*Detached outbuildings:* Three garages and store-room (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.



2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 31st day of March 1995.

M. P. A. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

#### Case 22325/94

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

In the matter between **Berg Builders Supplies**, Judgment Creditor, and **Nad Venkatagu**, Judgment Debtor

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Thursday, 11 May 1995 at 10:00, by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Mooi River, to the highest bidder, without reserve, subject to the conditions of sale:

Subdivision 3 of Lot 446, Mooi River, situated in the Borough of Mooi River, Administrative District of Natal, in extent 1 010 (one thousand and ten) square metres, situated at Pennindale Road, Mooi River, held by Judgment Debtor under Deed of Transfer 20556/86.

*The following information is given about the immovable property but is not guaranteed: Zoning:* Residential.

*Improvements:* A dwelling comprising lounge, dining-room, kitchen, scullery, three bedrooms, study and two bathrooms.

The conditions of sale, which may be inspected at the office of the aforesaid Sheriff will be read out immediately prior to the sale.

Dated at Pietermaritzburg on this 5th day of April 1995.

Venn Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref. GSV/10B3423/94.)

#### Case 72152/94

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

In the matter between **Transnet Limited**, trading as Transnet Housing, Plaintiff, and **Nkosinathi Emmanuel Xulu**, Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 21 November 1994, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the Magistrate's Court, Verulam, on 5 May 1995 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, without reserve:

*Property description:* Lot 580, Inanda Glebe, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent 372 (three hundred and seventy-two) square metres, held under Deed of Leasehold TL729/91, subject to the conditions therein contained.

*Physical address of property:* Lot 580, Inanda Glebe, Inanda.

*Zoning of property:* Special Residential.

*Improvements of property* (but nothing is guaranteed): Block under tile dwelling comprising of lounge, kitchen, two bedrooms, toilet with bathroom, lights and water facilities.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Inanda Area 1, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrates' Court Building, Moss Street, Verulam.

Dated at Durban this 31st day of March 1995.

Woodhead Bigby & Irving, Plaintiff's Attorney, 650 Mansion House, 12 Field Street, Durban. (Ref. SWA/RH/27T3814/A4.)

#### Case 72154/94

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

In the matter between **Transnet Limited**, trading as Transnet Housing, Plaintiff, and **Bhekuyise Clement Tembe**, Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 17 January 1995, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the Magistrate's Court, Verulam, on 5 May 1995 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, without reserve:

*Property description:* Lot 67, Inanda Glebe, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent 784 (seven hundred and eighty-four) square metres, held under Deed of Leasehold TE23334/92, subject to the conditions therein contained.

*Physical address of property:* Lot 67, Inanda Glebe, Inanda.

*Zoning of property:* Special Residential.

*Improvements of property* (but nothing is guaranteed): Block under tile dwelling comprising of lounge, kitchen, two bedrooms, toilet with bathroom, no lights and water facilities.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Inanda Area 1, within fourteen (14) days after the date of the sale.
3. Payment of Value-Added Tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrates' Court Building, Moss Street, Verulam.

Dated at Durban this 31st day of March 1995.

Woodhead Bigby & Irving, Plaintiff's Attorney, 650 Mansion House, 12 Field Street, Durban. (Ref. SWA/RH/27T3817A4.)

**Case 71659/94**

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

In the matter between **Transnet Limited**, trading as Transnet Housing, Plaintiff, and **Dumisani Mnyandu**, Defendant

In pursuance of a judgment of the Magistrate's Court Durban, dated 17 January 1995, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Verulam, on 5 May 1995 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, without reserve:

*Property description:* Lot 496, Inanda Glebe, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent 418 (four hundred and eighteen) square metres, held under Deed of Leasehold TL286/91, subject to the conditions therein contained.

*Physical address of property:* Lot 496, Inanda Glebe, Inanda.

*Zoning of property:* Special Residential.

*Improvements of property* (but nothing is guaranteed): Block under tile dwelling comprising lounge, kitchen, two bedrooms, toilet with bathroom, lights and water facilities.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Inanda Area 1, within fourteen (14) days after the date of the sale.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and the Bondholder/s (if any), from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court Building, Moss Street, Verulam.

Dated at Durban on this the 31st day of March 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. SWA/RH/27T3807A4.)

**Case 3655/94**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Themba Alpheus Mazibuko**, Defendant

In terms of a judgment of the above Honourable Court dated 17 June 1994, a sale in execution will be held on 5 May 1995 at 10:00, by the Sheriff of the Supreme Court of Inanda (Area 1), Moss Street, Verulam, to the highest bidder without reserve:

Ownership Unit M 1466, in the Township of KwaMashu, District of Ntuzuma, in extent of 1 241 square metres, represented and described on General Plan PB87/1986, held under Deed of Grant G346/89, signed at Ulundi on 23 January 1989.

*Physical address:* Unit M 1466, KwaMashu.



The following information is furnished but not guaranteed: Brick under tile house with water and lights consisting of two bedrooms, lounge, kitchen and toilet with bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Inanda (Area 1), Verulam.

Dated at Durban on this the 29th day of March 1995.

Strauss Daly Inc., 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z26008/OE.)

#### Case 676/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Trustbank**, a division of ABSA Bank Limited, Judgment Creditor, and **Samuel Johannes Kgapola**, Judgment Debtor

In pursuance of a judgment granted on 13 June 1994, in the Empangeni Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4 May 1995 at 11:00, at the front steps, Magistrate's Office, Empangeni, to the highest bidder:

Certain Ownership Unit B1206, in extent measuring three hundred and seventy-four (374) square metres, situated in the Township of Ngwelezane, District of Enseneni.

*Property:* (not warranted to be correct).

*Description:* Single-storey dwelling consisting of three bedrooms, dining-room, kitchen, toilet inside with bathroom, roof with tiles and electricity.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. No bid will be accepted by or on behalf of a person who is disqualified and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by the bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer.
5. Transfer shall be affected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any) taxes and other necessary charges to effect transfer, on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Empangeni, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Empangeni this 24th day of March 1995.

P. Walsh, for Walsh Isabelle & Faure, Plaintiff's Attorneys, ABC Building, 58 Old Main Road, Empangeni; P.O. Box 80, Empangeni, 3880. [Tel. (0351) 92-4270.] (Ref. Collections/T.34/E. Fourie.)

## ORANGE FREE STATE ORANJE-VRYSTAAT

#### Saak 2712/95

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **Frederick Johan Botha**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 1 Maart 1995, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op Vrydag, 5 Mei 1995 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

(a) Deel 6, soos getoon en volledig beskryf op Deelplan SS19/1988, in die skema bekend as Allegro ten opsigte van die grond en gebou of geboue geleë te die dorp Langenhovenpark, munisipaliteit Bainsvlei, van welke deel die vloeroppervlakte, van genoemde deelplan 72 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeleë.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, stort en toilet en parkering.

*Die belangrikste voorwaardes van verkoping:*

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 16,25% (sestien komma twee vyf persent) per jaar *a tempore morae* vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se prokureur, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 29ste dag van Maart 1995.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 12912/94

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

In die saak tussen **Eerste Nasionale Bank Beperk**, Eksekusieskuldeiser, en **H. A. Hagemeier**, Identiteitsnommer 5102175012003, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 27 Februarie 1995, in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 12 Mei 1995 om 11:00, te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere Erf 2428, Oberonstraat 11, Bedeliea, Welkom, groot 833 (agthonderd drie-en-dertig) vierkante meter, geleë te die stad Welkom, Bedelia, distrik Welkom, gehou kragtens Akte van Transport T5485/88, geregistreer op 30 Mei 1988, en onderheilig aan sekere servitute.

*Verbeteringe:* Woonhuis met gewone buitegeboue bestaande uit drie slaapkamers, kombuis, badkamer, sitkamer en toilet.

*Buitegeboue:* Enkelmotorhuis en bediendekamer.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) 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 16,25% (sestien komma twee vyf persent) per jaar vanaf 12 Mei 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 29ste dag van Maart 1995.

M. J. Rossouw, vir Rossouw & Vennote, Prokureur vir Eiser, Derde Verdieping, Unitedgebou, Rykstraat, Posbus 455, Welkom, 9460.

Case 3637/93

#### IN THE SUPREME COURT OF SOUTH AFRICA (Orange Free State Provincial 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 **Mokone Tsoediti Isaac Makiti**, First Defendant and **Semakaleng Priscillah Makiti**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 12 May 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3038, Zamdela Township, District of Parys, measuring 268 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL1438/1993, being 3038 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

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

Dated at Johannesburg this 23rd day of March 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z75395/WRFCLS/Mr Brewer/djl.)



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

In the matter between **Katherine Pulane Matsekane**, Execution Creditor, and **Johannes Mpakoanyane**, Execution Debtor

On 22 April 1995 at 09:00, the undermentioned property will be sold in execution at the Sheriff's Offices, Conroy Building, 40 Weeber Street, Odendaalsrus:

Certain right of occupation, tenancy or lease and contract between the Kutloanong Town Council and the Defendant in respect of Erf 106, Block 1, Kutloanong, Odendaalsrus.

Improvements (none of which are guaranteed): Dwelling-house only.

Conditions of sale:

1. The sale shall be without reserve and shall, subject to the Magistrates' Courts Act, No. 32 of 1944, and the other conditions of sale, be made voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus the Sheriff's commission on the date of sale and the unpaid balance, together with interest thereon calculated at 15,5% (fifteen comma five per cent) per annum, to date of payment, shall be paid within 14 (fourteen) days from the date of sale or secured by an approved bank or building society guarantee.

3. Only cash or guaranteed cheques will be accepted.

4. No warranties are given with respect to the nature or description of the improvements.

Dated at Odendaalsrus on this 23rd day of March 1995.

T. V. Matsepe & Co., Attorneys for Plaintiff, Rudolph Building, 137 Waterkant Street, Odendaalsrus, 9480. (Ref. S. P. Matela B963/3.)

## PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

### TRANSVAAL

#### UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **J. C. en H. J. Els**, sal ons die bates verkoop te Afrikanerweg 6, Roosheuvel, Klerksdorp, op 25 April 1995 om 10:00:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: 0148-294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

#### RADLEY VEILINGS BK

#### INSOLVENTE BOEDELVEILING VAN WOONHUIS IN GARSFONTEIN-UITBREIDING 11, SONDER VOORBEHOUD

(CK 87/02062/23)

(1) Wanneer: Vrydag, 28 April 1995 om 11:00.

(2) Waar: Swartbaarstraat 995, Garsfontein-uitbreiding 11.

(3) In opdrag van die Kurator van die insolvente boedel **W. J. Pietersen**, T3885/94, verkoop ons die volgende:

(3.1) Erf 3835, Garsfontein-uitbreiding 11, beter bekend as Swartbaarstraat 995, Garsfontein-uitbreiding 11, ongeveer 1 773 m<sup>2</sup> groot. Op die eiendom is 'n drieslaapkamerwoonhuis met twee badkamers, studeerkamer, sitkamer, familiekamer, stoor-kamer, motorhuis en bediendekamer. Eiendom het elektriese omheining. Mooi uitsig. In beginsel is goedkeuring vir 'n tweede woonhuis reeds gegee.

(4) Verkoopvoorwaardes: Deposito van 20% (twintig persent) van die volle koopprys, by die toeslaan van die bod. Balans 30 dae daarna by wyse van waarborge. Let wel: Besit en okkupasie by die val van die hamer.

(5) Vir nader besonderhede, skakel Chris Radley by (012 991-2981 gedurende kantoorure, of (012) 991-2983 saans.

#### BOYCOR AUCTIONEERS

#### LIQUIDATION AUCTION FIXED PROPERTY

Duly instructed by the liquidator in the liquidation auction of **Product Support Services CC** (89/30482/23), Case 285/95, in the Magistrate's Court of Heidelberg, Gauteng, Boycor Auctioneers, are selling the undermentioned property subject to conformation by the Trustee within 7 days after the fall of the hammer, on Thursday, 20 April 1995 at 11:00, at Boschfontein, Heidelberg, Transvaal:

The property Remaining Portion 1, of the farm Boschfontein 386, Registration IR, Transvaal, 186,0852 ha.

This is one in a lifetime investment. This prime property, situated in the Suikerbosrante, borders on the Suikerbos nature reserve and is adjacent to Jordaanpark, one of Heidelberg's elite suburbs.

**Improvements:** Single-storey dwelling comprising of three bedrooms, two bathrooms, lounge, dining-room, study, kitchen and large verandah. Magnificent view. Garage for three cars, Eskom power, large outbuildings ( $\pm 200$  m) Calfpens, established garden, large floodlights, etc. Arable land and randtjies veld.

**Condition of sale:** 20% (twenty per centum) deposit in cash or bank-guaranteed cheque on the fall of the hammer. Confirmation within 7 days, approved guaranteed within 14 days after confirmation. Balance on registration.

**Enquiries:** Boycor Auctioneers, 8 Albert Street, Heidelberg, Transvaal. (0151) 6624. (082) 4554 561. C. H. Booysen.

### BOYCOR AUCTIONEERS

#### LIKWIDASIE VEILING VASTE EIENDOM

In opdrag van die Likwidateer in die likwidasie veiling van **Product Support Services CC** (CK89/30482/23), in die Saak 285/95, in die Landdroshof, Heidelberg, Gauteng, verkoop Boycor Afslaaers die ondervermelde eiendom onderhewig aan bekragtiging deur die Trustee binne 7 dae na die val van die hamer op Donderdag, 20 April 1995 om 11:00, te Boschfontein, Heidelberg, Transvaal.

Die plaas, Restante Gedeelte van Gedeelte 1 van die plaas Boschfontein 386, Registrasie IR, Transvaal, 186,0852 ha groot.

Hierdie is 'n unieke belegging, die eiendom lê teen die Suikerbosrante, aangrensend aan die Suikerbosnatuurrreservaat aan die eenkant, aan die Oostekant grens dit aan Jordaanpark, Heidelberg, se nuutste spogbuurt uitbreiding, die ideale geleentheid vir dorpsontwikkeling.

**Verbeterings bestaande uit:** Woonhuis met drie slaapkamers, twee badkamers, sitkamer, eetkamer, studeerkamer en kombuis met groot stoep, pragtige uitsig. Motorhuis vir drie motors. Evkom-krag, groot stoor ( $\pm 200$  m), kalwerhokke, gevestigde tuin, groot spreiligte, ensomeer. Lande en pragtige randtjiesveld.

**Verkoopvoorwaardes:** 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod, bekragtiging binne 7 dae, goedgekeurde waarborge binne 14 dae hierna. Balans met registrasie.

**Navrae:** Boycor Afslaaers, Albertstraat 8, Heidelberg. (0151) 6624. (082) 4554 561. Cornie Booysen.

### PETER WILLIAMS PROPERTY AUCTIONS

(Reg. No. 83/3833)

#### INSOLVENT ESTATE SALE OF WELL-BUILT FAMILY HOME IN ATTRACTIVE QUIET NEIGHBOURHOOD, RAYTON

Duly instructed thereto by the Trustee in the insolvent estate of **G. R. Maritz**, Master's Ref. T2304/94, we will sell, subject to confirmation, on Friday, 21 April 1995 at 10:00, on the spot i.e. 61 Pêrel Street, Rayton, the undermentioned property:

Erf 244, Rayton, measuring 1 115 square metres, being 61 Pêrel Street, on which is erected a well-built brick under tile family home consisting of dining-room, lounge, TV-room, three carpeted bedrooms with built-in cupboards (main bedroom with bathroom en suite), second bathroom, attractive kitchen with numerous wooden cupboards, eye-level oven and cooking hob, separate scullery/laundry. Single lock-up garage and double carport with doors, servants' toilet and brick patio, fully-walled garden with shrubs.

The property is situated close to shops and school.

**Viewing:** Daily from 10:00 to 18:00.

**Terms:** 20% (twenty per centum) deposit on day of sale and balance within 30 days of confirmation.

For further details contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 012-335-2931/2.

### LIBRA AUCTIONEERS CC

(Reg. No. CK90/3697/23)

#### PUBLIC AUCTIONS, SALES AND TENDERS

##### INSOLVENT ESTATE

Duly instructed by the Trustee in the insolvent estate of **R. J. and M. D. Bell**, Master's Ref. T451/95, we will sell by public auction presentation on the premises the undermentioned property on 20 April 1995 at 13:00:

Plot 15, Bronkhorst Road, Roodekraal, Boksburg.

This property has two dwellings on the small holding.

**Size:** 8,565 hectares.

For further particulars and viewing contact the Auctioneers: Libra Auctioneers, Roodepoort. Tel. 011-763-6267. Giel Bezuidenhout.



**LIBRA AUCTIONEERS CC**

(Reg. No. CK90/36976/23)

**PUBLIC AUCTIONS, SALES AND TENDERS****INSOLVENT ESTATE**

Duly instructed by the Trustee in the insolvent estate of **J. and M. T. Janneke**, Master's Ref. T4712/94, we will sell by public auction presentation on the premises the undermentioned property on 21 April 1995 at 11:00:

70 Nigel Road, Dunnottar, Nigel.

Three-bedroomed home with pool etc.

For further particulars and viewing contact the Auctioneers: Libra Auctioneers, Roodepoort. Tel. 011-763-6267. Giel Bezuidenhout.

**PHIL MINNAAR AFSLAERS BK**

(CK93/29245/23)

**INSOLVENTE BOEDELVEILING: VIERSLAAPKAMERWOONHUIS TE WINGATE PARK**

In opdrag van die Kurator in die insolvente boedel van **A. P. en L. Veldman**, Meestersverwysing T256/95, verkoop ons die ondergenoemde eiendom per openbare veiling op Woensdag, 26 April 1995 om 11:00:

*Plek van veiling:* Benfleurstraat 5, Wingate Park.

*Beskrywing van eiendom:* Erf 724, bekend as Benfleurstraat 5, Wingate Park, Pretoria, Registrasieafdeling JR, Transvaal, groot 1 608 m<sup>2</sup>.

*Verbeterings:* Hierdie grasdakwoning bestaan uit ingangsportaal, sit-/eetkamer, gesinskamer, kombuis, studeerkamer, vier slaapkamers, drie badkamers, matte en teëls, twee toesluit motorhuise, plaveisel, ommuur, veiligheidshekke en gevestigde tuin met swembad en lapa.

*Besigtiging:* Weeksaande vanaf 18:00 tot 20:00.

*Terme:* 20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.

*Navrae:* Kontak Amanda by (012) 322-8330/1; Phil Minnaar Afslaers, Posbus 28285, Sunnyside, 0132.

**ELI STRÖH VEILINGS****INSOLVENTE BOEDEL: LOSGOEDVEILING**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **J. C. Nel**, Meestersverwysing 3742/94, sal ons verkoop sonder reserve op Vrydag, 21 April 1995 om 10:00, te die plaas Louwskraal, waar die items gestoor is.

*Losgoed:* International ACCO C1700 trek, John Deere 4230 trekker, 1 x Massey Ferguson 188 trekker, groot hamermeul, Isuzu kappie, John Deere hidroliese dis, plastiek watertenk, gifspuit, 4-Wiel sleepwa, kalkstrooier, 70 x 100 mm x 6 m besproeiingspype, 3-tand grondbreeker, 3-skaar ploeg, 4-skaar ploeg, hooihark, 4-lit egge, 2 x 2-wiel tabakwaens, tabakpars, 2 x 2-wiel sleepwaens, 2-ry planter, 2 x swaibalk besproeiingstelsels.

*Afslaersnota:* Voornemende kopers moet nie hierdie veiling misloop nie.

*Terme:* Slegs kontant of bankgewaarborgde tjek op dag van veiling (geen uitsonderings). BTW sal op alle botte gehef word.

*Ligging:* Vanaf die N1 tussen Potgietersrus en Naboomspruit, volg die Sterkrivier teerpad vir 24 km. Draai links op die Haakdoring grondpad vir 11,8 km. Kennisgewingsborde en rigtingaanwysers sal aangebring word.

*Besigtiging:* Een dag voor veiling.

Vir meer besonderhede kontak die afslaers Eli Ströh Eiendomsagente & Afslaers (0152) 295-6439. Groblerstraat 14B, Pietersburg.

**PROPERTY MART SALES**

Duly instructed by the Trustee of the insolvent estate **I. A. van Jaarsveld**, Master's Ref. T3409/94, being Holding 70, Seekoeiwater AH, Witbank T.P.S., som 2,023 hectare in extent.

Sale takes place on the spot on Tuesday, 25 April 1995 at 11:00.

*Terms:* 15% (fifteen per centum) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

*Auctioneers:* Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. a/h: (011) 462-3731. Mr A. W. Hartard.

**PROPERTY MART SALES**

Duly instructed by the Liquidator of **Bertlin Investments CC**, Master's Ref. T4597/94, being Erven 701 and 703, Springs, and each 495 square metres in extent.

Sale takes place on the spot on Wednesday, 26 April 1995 at 10:30.

*Viewing:* Please contact the Auctioneers or phone 362-4761.

*Terms:* 15% (fifteen per centum) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

*Auctioneers:* Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. a/h: (011) 462-3731. Mr A. W. Hartard.

**PROPERTY MART SALES**

Duly instructed by the Liquidator of **Bertlin Investments CC**, Master's Ref. T4597/94, being Remaining Extent of Erf 1531, Selcourt, Springs, and 1927 square metres in extent.

Sale takes place on the spot on Wednesday, 26 April 1995 at 11:30.

Viewing: Please contact the Auctioneer.

Terms: 15% (fifteen per centum) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. a/h: (011) 462-3731, Mr A. W. Hartard.

**AUCOR (PTY) LIMITED****PUBLIC AUCTION: ASSETS**

**IN PROVISIONAL LIQUIDATION METIND INVESTMENTS TRADING AS SCHNAIER & CO., MASTER'S REF. T665/95 AND ON THE INSTRUCTION OF SUCCESS PROPERTY BROKERS (PTY) LTD**

Welders, Fabrication machinery, compressors and sandblasting pots, miscellaneous machinery, vehicles and forklifts, at Reduktor Avenue and Remstang Stormill Extension 3, Roodepoort, on Wednesday, 19 April 1995 at 10:30:

Duly instructed by the liquidator and the secured creditor appointed in the above-mentioned matter the Aucor Group will supplement and sell without reserve as follows:

View: Day prior to the sale.

Terms: R2 000 refundable deposit on registration. The balance to be paid by bank or bank-guaranteed cheque only. Buyers being financed must produce an irrevocable letter of credit prior to bidding. No cash will be accepted at the auction site but may be paid directly into our account at the nearest First National Bank.

The above is subject to change without prior notice.

For further details please contact the Auctioneers Aucor (Pty) Limited, 14 Appel Road, Wendywood, Sandton. Tel. (011) 444-5550. Fax. (011) 444-5551.

I, Laurel Heritage, P.O. Box 76216, Wendywood, Sandton, 2144.

**VAN'S AFSLAERS****OPENBARE VEILING**

In opdrag van die Kurator van insolvente boedels **D. J. van den Berg**, T2871/94, **J. J. G. Viljoen**, T1678/94 en boedel wyle **F. Berg**, 906/95, verkoop Van's Afslers ondervermelde boedelbates sonder reserwe, per openbare veiling op 20 April 1995 om 10:00, te Booysenstraat 521, Gezina:

Beskrywing: Voertuie, kantoor- en huishoudelikemeubels, rewolwer ens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslers (012) 335-2974.

**PHIL MINNAAR AFSLAERS BK**

(CK93/29245/23)

**BESTORWE BOEDELVEILING VAN ENKELWOONSTEL, MAYVILLE**

In opdrag van Eksekuteur in die bestorwe boedel **M. V. Jutta**, Boedel 7909/93, verkoop ons die ondergenoemde eiendom per openbare veiling op Maandag, 24 April 1995 om 11:00:

Plek van veiling: Pretvillewoonstelle G12, Paul Krugerstraat 846, Mayville, Pretoria.

Beskrywing van veiling: Eenheid 12, van SS Pretville 124, bekend as Pretvillewoonstelle G12, Paul Krugerstraat 846, Mayville, Pretoria, Registrasieafdeling JR, Transvaal, groot 35 m<sup>2</sup>.

Verbeterings: Eenvertrekwoonstel op grondvloer met kombuis en badkamer. Oopmotorhuis.

Besigtiging: Daagliks.

Terme: 20% (twintig persent) deposito en balans binne 30 dae na bekragting.

Navrae: Skakel Werna by (012) 322-8330/1; Phil Minnaar Afslers, Posbus 28265, Sunnyside, 0132.



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**CAPE • KAAP**

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**PURDHAM & MILLER AFSLAERS****KIMBERLEY ASPHALTING LIKWIDASIE VEILING**

In opdrag van die Likwidateur, **H. P. A. Venter**, p.a. Duncan & Rothman, Posbus 64, Kimberley, 8300, sal die ondervermelde goedere verkoop word per publieke veiling, voetstoots aan die hoogste bieder op Vrydag, 21 April 1995 om 10:00, te Sam Jaffstraat 11, Kimdustria, Kimberley:

**Masjinerie en toerusting:** International Waterkar, Bedford 8000L Waterkar, Nissan Waterkar, Ford 9000L Waterkar, Bomag BW 765, Bomag BW 605, Bomag BW 755, Bomag BW 200 dromme, Holman 160 CR Kompressor, Holman 125 Kompressor, Holman Kompressor, Ingersoll Rand 250 Kompressor, Ingersoll Rand 365 Kompressor, 2 x Elektriese 7/5 Sementmenger, Wingate Diesel 75 Sementmenger, Silla 500L Sementmenger, Elektriese Sementmenger 350L, Gallion T500 Padskraper, Wabco 555 padskraper, Wright 120 Padskraper, Gallion 104H Padskraper, Gallion 160L Padskraper, Rooster Roller 25 ton, 2 x Hyster Rubber Wiel Rollers, Hyster Vibreer Roller, Muller 15 ton Roller, Gallion 15-Ton Roller, Selfgemaakte Flodder Masjien, Mitsubishi Trekker, Trumatic Plaat Kompakteerder, "Parker Spot Premix" Mengers, "Ditch Witch" R65 Sloopgrawer, O & K RH6F Uitgrawer, Oleomat Hyskraan, Sement "Dumper", "JCB 3C T.L.B.", "Krupp" Hammer (7 Series), JCB 807 B Uitgrawer, Volvo Trekker, Bitumen Sproeiërs, "Sand Blaster" Masjien, Sleepwaens, "Auger" vir Bopkat, 6 Silinder Deutz Enjin, Klein Elektriese Motors, Hoeveelheid Tweedehandse Onderdele, Komatsu 3 ton Vurkhyser.

**Voertuie:** Toilet sleepwa—sleepwa met verskeie toerusting gemonteer vir vervaardiging van sement toilette, Hendred Lowbed Sleepwa CC81071, 1988 Nissan CW45 Perd CC202, 1985 Nissan CW45 Perd CC72097, 1980 Hendred 20 kubieke meter tip-sleepwa, 1990 Nissan Skyline CC3560, 1988 1 x 120 Suzuki Motorfiets CC8275, 1986 Nissan Laurel, 1985 1400 Nissan LAW CC19125, 1992 Toyota Corolla CC9398, 1984 Toyota Corolla Sprinter CC64239, sewe Karavane vir industriële gebruik, 1991 Toyota Corolla CC16806, 1988 Samac Vragmotor CC89543, 1988 Isuzu KB21-Law Fleetline CC48653.

**Algemeen:** Kantoortoerusting, Konferensietafel met 12 stoele, Altech 18 Super Faksmasjien, Epson Telebos met drukker, 2 x Chubb kluië, Ononderbroke kragtoevoer vir rekenaar, 3 x Yskaste, Hoeveelheid Algemene Kantoortoerusting, 1500L Dieselsleepwa, Hidroliese pers, Waterpomp met Listerenjin op sleepwa, 10L Watertenk, hoeveelheid staalrakke en werkstafels, watersterkte toetspomp met Honda-enjin, Selfvervaardigde Tennisbaan Dressing-pomp, Grondtoets-apparaat, Terrein hutpaneel, selfvervaardigde sement deurraamgiemasjien, Micrometers, 1 x .25 mm, 1 x .50 mm, 1 x .50-75 mm, 1 x .75-1.00 mm, degitale klampmeter (nuut), 2 x .38 Special Rewolwers, Industriële Slypmasjien, staanbore, 20 ton Domkrag, dieselkompressie, toetsapparaat, KR500 Sweismasjien, Staalsaagmasjien, 3 ton "Block & Tackle", Monameter Kompressie toetsapparaat, Lugdruk "Wrenches" (Nuut), Tydligmeter, Hidroliese botteldomkragte, "Theodolite", "Dumpy Levels", Swaardienssleutelstukke, Camsa Stoomskoonmaker, Honden Skaaf (125 mm) Elektriese boor, Elektriese figuursaag, Kantsnyer, "Bearing Puller", "Set of dies", "Torque Wrench", SS-Tipe 10 ton Onderstel herstel apparaat, hoeveelheid padtekens, algemene boutoerusting, pyp en metaal, draadheiningpaneel, dieselenks en standers, "Scaffolding", Randsteen Vorms, "Non Return Valves", Kleppe en meters, Gegalvaniseerde pypkoppeling, "Speed Frames".

**Terme:** Voetstoots teen kontant of bankgewaarborgde tjek.

**Afslaers:** Purdham & Miller Afslaers.

**Navrae:** Barry Purdham [Tel. (012) 87-2779, 0825001554] en Anton le Roux (Tel. 0531-2-6241).

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**ORANGE FREE STATE  
ORANJE-VRYSTAAT**

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**LEO AFSLAERS (EDMS.) BPK**

(Reg. No. 87/03427/07)

**LIKWIDASIEVEILING VAN TWEE AANGRENSENDE PLASE, DISTRIK VREDE (O.V.S.) OP 25 APRIL 1995 OM 10:30  
OP DIE PLAAS**

Behoorlik daartoe gelas deur die Likwidateur, **Venterspruit Boerdery CC**, in likwidasie, Registrasieafdeling RD, Vrede, Meestersverwysing T4724/94, verkoop ons per openbare veiling genoemde eiendom op die plaas, bestaande uit:

(1) Restant van die plaas Springboklaagte 387, Registrasieafdeling RD, Vrede, groot 220,0384 H.

**Eiendom:** ± 100 hektaar bewerkbare lande (mielies en sonneblom), 30 hektaar aangeplante weiding (oulandsgas) en die res geskik vir weiding, 15 kampe, sytak van Venterspruit vloei deur plaas, volop water.

*Verbeterings:* Drieslaapkamerwoonhuis, dubbelmotorhuis, store, varkhokke, skuur, koeistal, twee windpompe, twee toegeruste boorgate, vier gronddamme, sinkdam, skaapdip en voerkrale (onvoltooid). Woonhuis  $\pm 150 \text{ m}^2$ , buitegeboue  $\pm 400 \text{ m}^2$ , Eskomkrag.

(2) Die plaas Onrust 1007, Registrasieafdeling RD, Vrede, groot 171,3064 H.

*Eiendom:*  $\pm 50$  hektaar bewerkbare lande (mielies, sonneblom),  $\pm 50$  hektaar aangeplante weiding (smutsvinger, oulandsgras) en die res weiding, nege kampe, sytak van Venterspruit vloei deur plaas. Volop water.

*Verbeterings:* Drieslaapkameropstal, stoor, windpomp, toegeruste boorgat, twee sementdamme en gronddam. Opstal  $\pm 150 \text{ m}^2$ , stoor  $100 \text{ m}^2$ , Eskomkrag beskikbaar.

*Let Wel:* Geen serwituut t.o.v. reg van weg is geregistreer nie en toegang slegs deur plaas Springboklaagte.

*Verkoopvoorwaardes:* 20% (twintig persent) deposito in kontant of bankgewaarborgde tjeks met die toeslaan van die bod. Waarborgte vir die balans binne 30 dae na bekragtiging deur die Likwidateur.

*B.T.W.:* (Uitgesluit) 14% (veertien persent) B.T.W. sal gehef word.

*Aanwysings:* Vanaf Cornelia na Vrede  $\pm 1 \text{ km}$ , vat die Standerton 56 links (S762),  $\pm 8 \text{ km}$  plaas links, kyk uit vir ons advertensieborde.

*Besigtiging:* Op die plaas, vra vir wag Daniël.

Afslaer behou die reg voor om eiendomme saam te voeg of apart te verkoop.

Vir meer besonderhede skakel die kantoor by (012) 341-1314.

### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WEPENER op 5 Mei 1995 om 10:00 voor die Landdroskantoor te WEPENER die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas SALISBURY 82, distrik Wepener

GROOT: 20,5565 hektaar

(2) Die plaas ARMIDALE 4, distrik Wepener

GROOT: 625,7738 hektaar

(3) Die plaas YOKOHAMA 101, distrik Wepener

GROOT: 916,9375 hektaar

Eiendomme (1) tot (3) blykens Akte van Transport T596/1979

in die naam van ISABELLA JOHANNA FREDERIKA SWANEPOEL

Ligging van hierdie eiendomme:—

19 km suidoos van Wepener

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendomme (1) tot (3)*

Woonhuis, skuur, buitekamers, oop staalskuur, staalskuur, rondawel, 4 perdestalle/krale, motorhuis en 9 arbeidershuise. Veekerend omhein en verdeel in kampe. 3 Boorgate, 2 sementdamme, 35 krippe, spruit, 2 keerwalle en 11 gronddamme.

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 bod 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 16,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

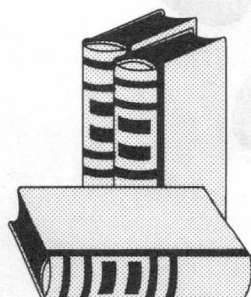
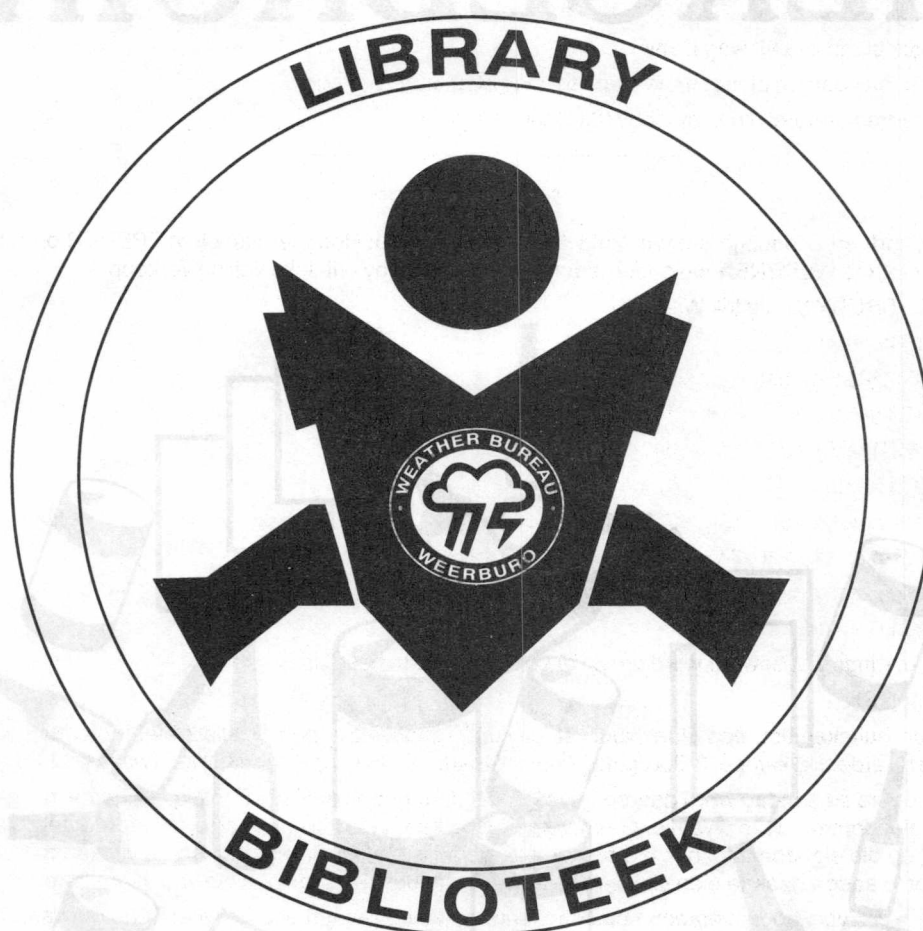
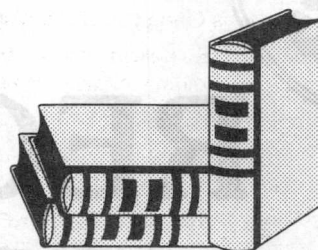
Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAT 02606 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 6 April 1995.



*Where is the largest amount of meteorological information in the whole of South Africa available?*

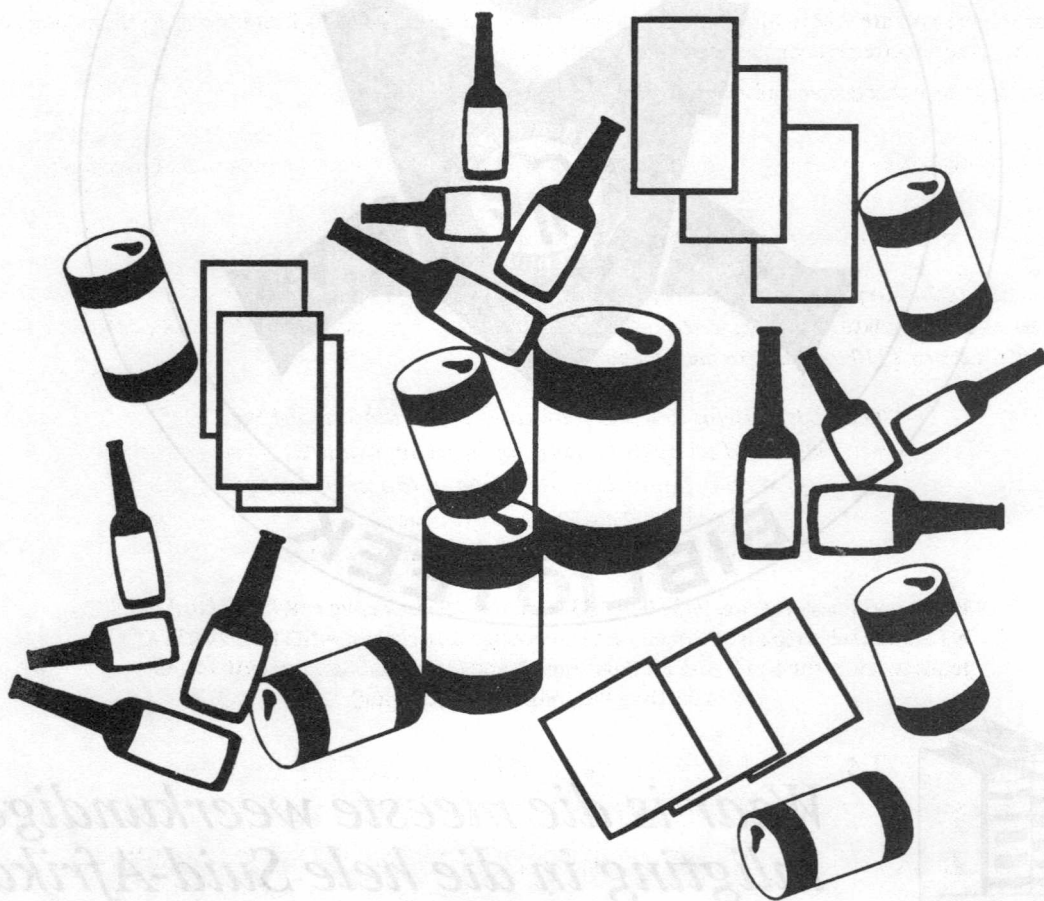


*Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?*

Department of Environmental Affairs and Tourism  
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# RECYCLE HERGEBRUIK



Department of Environment Affairs  
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## TABLE OF CONTENTS

### LEGAL NOTICES

	Page
SALES IN EXECUTION AND OTHER PUBLIC SALES .....	10
Sales in execution:	
Provinces: Transvaal.....	10
Cape.....	57
Natal.....	68
Orange Free State .....	77
Public auctions, sales and tenders .....	79

### INHOUDSOPGAWE

### WETLIKE KENNISGEWINGS

	Bladsy
GEREGTELIKE EN ANDER OPENBARE VERKOPE.....	10
Geregte like verkope:	
Provinsies: Transvaal.....	10
Kaap .....	57
Natal .....	68
Oranje-Vrystaat .....	77
Openbare veilinge, verkope en tenders .....	79