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OF
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VAN
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Government Gazette Staatskoerant

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LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

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

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

LIST OF FIXED TARIFF RATES	<i>Rate per insertion</i>
<i>Standardised notices</i>	R
ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	13,80
BUSINESS NOTICES	32,70
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	27,60
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL.....	16,50
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	8,10
<i>Non-standardised notices</i>	
COMPANY NOTICES:	
Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	62,90
Declaration of dividend with profit statements, including notes.....	144,80
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	218,80
LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	49,40
LIQUOR LICENCE NOTICES in extraordinary <i>Gazette</i> :	
All provinces appear on the first Friday of each calendar month	46,70
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations.....	82,20
Reductions or changes in capital, mergers, offer of compromise	218,80
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	218,80
Extension of return date	27,60
Supersessions and discharge of petitions (J 158).....	27,60
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	125,80
Public auctions, sales and tenders:	
Up to 75 words	38,40
76 to 250 words.....	98,50
251 to 350 words (more than 350 words—calculate in accordance with word count table).....	158,70

LYS VAN VASTE TARIEWE
EN
VOORWAARDES
VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE
STAATSKOERANT

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
BESIGHEIDSKENNISGEWINGS	32,70
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	13,80
INSOLVENSIEWET- EN MAATSKAPPYWETTEKENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9	27,60
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	8,10
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	16,50
 <i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	46,70
<i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	125,80
Openbare veilings, verkope en tenders:	
Tot 75 woorde	38,40
76 tot 250 woorde	98,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	158,70
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	49,40
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidaties, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende	62,90
Verklaring van dividende met profytstate, notas ingesluit	144,80
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidaties	218,80
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidaties of sekwestrasies	82,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	218,80
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevels <i>nisi</i>	218,80
Verlenging van keurdatum	27,60
Tersydestelling en afwysings van aansoeke (J 158)	27,60

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, paraagraaf 10 (2), voorgeskryf:

Number of words in copy Aantal woorde in kopie	One insertion Een plasing	Two insertions Twee plasings	Three insertions Drie plasings
	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.

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

Case 2256/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sello James Letsoara**, First Defendant, and **Nombulelo Letsoara**, Second Defendant

On 9 June 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 18108, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18108 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 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 April 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04029.)

Case 2177/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Geyser Damane**, First Defendant, and **Daizy Harriet Damane**, Second Defendant

On 9 June 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 6874, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6874 Vosloorus Extension 9, 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 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 April 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04016.)

Case 7975/95
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Thwala, Louis**, First Execution Debtor, and **Thwala, Hazel**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 13 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court prior to the sale:

Certain Site 1325, situated in the Township of Likole Extension 1, Registration Division IQ, Transvaal, being 1325 Tumelo Street, Likole Extension 1, Katlehong, measuring 330 (three hundred and thirty) square metres.

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

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

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

Dated at Johannesburg this 3rd day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/T213.)

Case 1763/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Mgidi**, First Defendant, and **Zandile Doris Mjiyako**, Second Defendant

On 9 June 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 17510, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17510 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 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 April 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03078.)

Case 30412/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 13 June 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 407, situated in the Township of Roodebult, Registration Division IR, Transvaal, being 26 Karee Street, Roodebult, Germiston, measuring 1 072 (one thousand and seventy-two) square metres.

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

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

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

Dated at Johannesburg this 3rd day of May 1995.

B. W. Webber, for Ramsay, Webber and Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N289.)

**Case 6813/95
PH 104**

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Sibanyoni, Jabulane Amos**, First Execution Debtor, and **Mofokeng, Matshidiso Selina**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 13 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Lot 3023, situated in the Township of Likole Extension 1, Registration Division IR, Transvaal, being 3023 Likole Extension 1, Alberton, measuring 217 (two hundred and seventeen) square metres.

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

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

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

Dated at Johannesburg this 3rd day of May 1995.

B. W. Webber, for Ramsay, Webber and Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S652.)

Case 15048/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Erf 6056 Pietersburg CC**, First Defendant, and **Raymond Edward Earle**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 9 June 1995 at 12:00, at Chroom Street, Futura, Pietersburg:

Erf 6056 in the Township Pietersburg Extension 9, Registration Division LS, Transvaal, measuring 5,1392 (five comma one three nine two) hectares, held by the First Defendant under Deed of Transfer T1926/90, situated at Chroom Street, Futura, Pietersburg.

The following information is furnished (though in this respect nothing is guaranteed): Office complex with tile pitched roof (approximately two hundred square metres). Two main dwelling-houses with tile pitched roofs consisting of two bedrooms each and bathroom each. One factory complex with tin roof divided in twelve factory lots. One horseshoe-shaped shed with tile pitched roof. One store with pitched roof partly with tiles and zinc. One ablution blok for ladies and gents.

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

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., Plaintiff's Attorneys, 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T408446/adp.)

Saak 82162/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Stefanus Johannes Maritz**, Eerste Verweerder, en **Judy Maritz**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 7 Junie 1995 om 10:00, van:

Erf 2549, geleë in die dorpsgebied Wierdapark-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T11 1207/92 (beter bekend as Escourtstraat 12, Wierdapark-uitbreiding 2).

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

Verbeterings: 'n Baksteenwoonhuis bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, drie slaapkamers en twee badkamers. *Buitegeboue:* 'n Enkelmotorhuis, motorafdak en lapa.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

W. H. Kriel, vir Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mej. Kriel/avg.)

Case 914/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Ndimande, Khaya Sydney**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 13 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 452, situated in the Township of Spruitview Extension 1, Registration Division IR, Transvaal; being 452 Mkwana Street, Spruitview Extension 1, Alberton, measuring 551 (five hundred and fifty-one) square metres.

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

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

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

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

Dated at Johannesburg this 2nd day of May 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/N227/fp.)

Case 7340/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 20 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 2994, situated in the Township of Likole Extension 1, Registration Division IR, Transvaal; being 2994, Likole Extension 1, Katilehong, measuring 217 (two hundred and seventeen) square metres.

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

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

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

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

Dated at Johannesburg this 2nd day of May 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1075.)

Case 6925/95
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mdhluli, Alpheus Jammie**, Execution Debtor, and **Mdhluli, Tshidi Martha**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 20 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court prior to the sale:

Certain: Erf 879, situated in the Township of Palm Ridge, Registration Division IR, Transvaal, being 29 Tamarisk Street, Palm Ridge, Germiston, measuring 792 (seven hundred and ninety-two) square metres.

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

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

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

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

Dated at Johannesburg this 2nd day of May 1995.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1070.)

Case 15616/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston South, on 12 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston South, Du Pesanle Building, 72 Joubert Street, Germiston, prior to the sale:

Certain Erf 403, situated in the Township of Dinwiddie, Registration Division IR, Transvaal, being 40 Finchley Street, Dinwiddie, Germiston, measuring 707 (seven hundred and seven) square metres.

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on 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), and a minimum charge of R200 (two hundred rand).

Dated at Johannesburg this 2nd day of May 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/W.168.)

Case 5308/95
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **McCabe, Allen John**, First Execution Debtor, and **McCabe, Diane Erica**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 8 June 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Section 21, as shown and more fully described on Sectional Plan SS129/87, in the building or buildings known as Kelvin View, situated at Erf 322, Croydon Township Local Authority, City Council of Kempton Park of which the floor area, according to the said sectional plan is 72 square metres in extent, and undivided share in the common property in the land and

building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST129/87 (21) (Unit), being 21 Kelvin View, Numerosa Road, Croydon, Kempton Park, measuring 72 (seventy-two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex unit comprising kitchen, lounge/dining-room, two bedrooms, bathroom, carport, the common property comprising two servants' toilets and 24 carports.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on proceeds of the sale up to a price of R20 0000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), and a minimum charge of R200 (two hundred rand).

Dated at Johannesburg this 2nd day of May 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1041.)

Case 3300/95
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Pillay, Samynathan**, First Execution Debtor, and **Pillay, Angela Salome**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, 50 Edward Avenue, Westonaria, on 9 June 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's Offices, Westonaria, prior to the sale:

Certain Erf 1838 situated in the Township of Lenasia South, Registration Division IQ, Transvaal, being 1838 Petrea Street, Lenasia South, measuring 960 (nine hundred and sixty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, toilet, store-room and swimming-pool.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on proceeds of the sale up to a price of R20 0000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), and a minimum charge of R200 (two hundred rand).

Dated at Johannesburg this 2nd day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.271.)

Case 6819/95
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Pholoana, Senekane Ishmael**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 9 June 1995 at 11:15 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwoort Street, Boksburg, prior to the sale:

Certain Erf 18320, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 18320 Vosloorus Extension 25, Boksburg, measuring 246 (two hundred and forty-six) square metres.

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on 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), and a minimum charge of R200 (two hundred rand).

Dated at Johannesburg this 2nd day of May 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.282.)

Case 1761/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phangandawo Madondo**, First Defendant

On 9 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 18337, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18337 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 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 (fourteen) days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, 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 April 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03067.)

Case 23111/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd, Plaintiff, and **Motsamai Johannes Mokhampanyane**, First Defendant, and **Mampe Alice Mokhampanyane**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 9 June 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:

Stand 1586, Evaton North Township, Registration Division IQ, Transvaal, being 1 586 Evaton North, in extent 511 (five hundred and eleven) square metres, held by Certificate of Registered Grant of Leasehold TL19216/91, subject to the conditions more fully set out therein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Three bedrooms, bathroom, kitchen and lounge.

10% (ten per centum) of the purchase price and 5% (five per centum) auctioneer's charges on the first R20 000 (twenty thousand rand) 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 14 (fourteen) days after the date of sale.

Dated at Pretoria on this the 5th day of May 1995.

C. B. Yeo, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. CBY/wb S.1410/94.)

**Saak 31421/91
PH 20****IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG**

In die saak tussen **First National Bank Limited**, Eiser, en **Lettie Lisbeth Sithole**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof van Johannesburg, gehou te Johannesburg, in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word deur die Balju van die Landdroshof, Soweto-Wes, voor die Hofgebou, Foxstraat-ingang, Johannesburg, op 9 Junie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju te Von Brandisstraat 32, Johannesburg, voor die verkoping ter insae sal lê:

Sekere Erf 1706, Mofolo Central-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as 15B Mofolo Central, Soweto, grootte 229 (tweehonderd nege-en-twintig) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Enkelmotorhuis, bediendekamer en stoorkamer.

Gekonstruktueer: Baksteen onder teëls.

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: 4% (vier persent) op die opbrengs van die verkoping.

Gedateer te Johannesburg op hede die 4de dag van Mei 1995.

Rossouws, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. 04/F5166/Rossouw/rb.)

Case 321/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Allied Bank** (Reg. No. 86/04794/06), a Division of ABSA Bank Limited, Plaintiff, and **Jan Christiaan Kriek**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 6 February 1991, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 23 June 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 20, of Erf 174, Witfield Township, situated at 13 Bester Street, in the Township of Witfield, District of Boksburg, measuring 991 (nine hundred and ninety-one) square metres.

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

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

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

Dated at Boksburg on this the 3rd day of May 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF0708 (AB208).]

Case 4330/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **First National Bank of S.A. Ltd.** (Reg. No. 05/01225/06), Plaintiff, and **Lawrence Lehlonolo Mokheseng**, First Defendant, and **Nombulelo Margaret Mokheseng**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 August 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 23 June 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 741, Dawn Park Extension 2 Township, situated on 30 Marlene Street, Dawn Park Extension 2, in the Township of Dawn Park Extension 2, District of Boksburg, measuring 822 (eight hundred and twenty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, entrance hall, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, garage and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this the 3rd day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. B1085F/Mrs West.)

Case 1523/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Mariana Daniel**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 March 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 23 June 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 1322 Sunward Park Extension 3 Township, situated on 61 Koornhoop Street, Sunward Park, in the Township of Sunward Park, District of Boksburg, measuring 1 040 (one thousand and forty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising entrance hall, lounge, dining-room, family room, kitchen, scullery, three bedrooms, bathroom with a w.c., bathroom with a shower and a w.c., garage and one w.c.

The conditions of sale:

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

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

Dated at Boksburg on this the 4th day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00620/Mrs Teixeira.)

Case 8506/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Hariram Ajodha**, First Defendant, and **Sharon Jackquillen Ajodha**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 30 August 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 23 June 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 253, Delmore Park Extension 2 Township, situated on 41 Geelbek Street, Delmore Park Extension 2, in the Township of Delmore Park, District of Boksburg, measuring 378 (three hundred and seventy-eight) square metres.

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

The conditions of sale:

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

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

Dated at Boksburg on this the 4th day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00249/Mrs Teixeira.)

Case 12140/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Siphiwo Wellington Lunika**, First Defendant, and **Florence Fikiswa Lunika**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 30 December 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 23 June 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 3674, Vosloorus Township, situated on 3674 Mazibuko Street, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

The conditions of sale:

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

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

Dated at Boksburg on this the 4th day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00421/Mrs Teixeira.)

**Case 00061/95
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 **Mbatha, Siphos Moses**, First Defendant/Execution Debtor, and **Mbatha, Sibongile Margaret**, 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 East, at 131 Marshall Street, Johannesburg, on Thursday, 8 June 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.

The property is Erf 2556, Jeppestown Township, Registration Division IR, Transvaal, measuring 495 square metres, and held under Deed of Transfer T22828/1994, situated at 15 Reimer Street, Jeppestown.

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

Single-storey dwelling with iron roof, internal and external brick walls that are plastered and painted and have carpeted floors, two bedrooms, lounge, dining-room, kitchen, bathroom, w.c., two garages, servants' quarters with w.c. and bathroom.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at 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 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) and a minimum fee of R200 (two hundred rand).

Dated at Johannesburg on this 4th day of May 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Dx 257 JB.) (Tel. 333-0046.) (Fax 336-0274.) (Ref. Peter Sapire/Clinton Lewis/F295.)

**Case 13741/93
PH 104**

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Wilken, Lenerd Berend**, First Execution Debtor, and **Wilken, Hendrika**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 8 June 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 479, situated in the Township of Birchleigh North Extension 3, Registration Division IR, Transvaal, being 112 Mooifontein Road, Birchleigh North Extension 3, Kempton Park, measuring 1 039 (one thousand and thirty-nine) square metres.

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

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

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

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

Dated at Johannesburg on this 10th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/W.167.)

**Case 22024/93
PH 104**

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **West, Brian Martin**, First Execution Debtor, and **West, Christine Nora**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 8 June 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 368, situated in the Township of Kempton Park Extension 2, Registration Division IR, Transvaal, being 21 Friedman Street, Kempton Park, measuring 1 264 (one thousand two hundred and sixty-four) square metres.

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

A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of three garages, two carports, servant's room, toilet, bathroom and store-room.

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

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

Dated at Johannesburg on this 14th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/W136.)

**Case 24748/94
PH 104**

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Moloi, Lawrence Kgabo**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 8 June 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Erf 3029, situated in the Township of Tembisa Extension 6, Registration Division JR, Transvaal, being 3029 Hawk Street, Tembisa Extension 6, Kempton Park, measuring 320 (three hundred and twenty) square metres.

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

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

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

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

Dated at Johannesburg on this 14th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M931.)

Saak 5973/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Stadsraad van Klerksdorp**, Eiser, en **I. Ebrahim**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 2 Junie 1995 om 10:00:

Erf 417, geleë in die dorp Manzielpark, bekend as Mintystraat 74, Registrasieafdeling IP, Transvaal, groot 1 019 (eenduisend en negentien) vierkante meter, gehou kragtens Akte van Transport T50612/84, bestaande uit ongeboude erf.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (en negentien) vierkante meter, gehou kragtens Akte van Transport T50612/84, bestaande uit ongeboude erf.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is.

2. Die balans koopprys met rente daarop teen 18,50% (agttien komma vyf nul persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 25ste dag van April 1995.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. mev. Van Staden/MS/ZE3418.)

Case 412/95

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mashaphu: Andries**, First Defendant, and **Mashaphu: Theresa**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, dated 20 February 1995, and a writ of execution dated 20 February 1995, the following will be sold in execution without reserve to the highest bidder on 2 June 1995 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg:

Certain Erf 1943, Vosloorus Extension 3 Township, Registration Division IR, Transvaal, measuring 291 (two hundred and ninety-one) square metres, held by Certificate of Registered Grant of Leasehold TL26434/1992, situated at 1943 Kwedgi Crescent, Vosloorus.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

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

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

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

Case 1329/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly Allied Building Society Limited, Plaintiff, and **Rose Mamotatane Ramokonopi**, First Defendant, and **Nora Ramokonopi**, Second Defendant, and **Kenneth Ramokonopi**, Third Defendant

In pursuance of a warrant of execution dated 13 March 1995, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Friday, 2 June 1995 at 11:00, at the Magistrate's Court, Boksburg:

All the Defendants' right, title and interest in the Leasehold in respect of Erf 435, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 276 (two hundred and seventy-six) square metres, held under Certificate of Registered Grant of Leasehold TL45155/1987, situated at 435 Dikgwading Street, Vosloorus Extension 2, Boksburg.

Improvements: Single-storey, cement roof, kitchen, lounge, two bedrooms and bathroom/w.c.

Terms and conditions:

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

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

Dated: 3 May 1995.

M. M. Weiner, First Floor, CJS Centre, 80 Woburn Avenue, Benoni; P.O. Box 661, Benoni, 1500. (Tel. 421-6101/2/3.)

Case 1192/92

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

In the matter between **United Bank**, Plaintiff, and **Estate Late Noko Franz Maleka**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 19 August 1992, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 2 June 1995 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 57, kwaThema Extension 1 Township, Registration Division IR, Transvaal, measuring 310 (three hundred and ten) square metres, held by the Defendant under Deed of Transfer TL16602/1990.

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

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

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

Dated at Springs on this the 3rd day of May 1995.

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

Case 5638/95 PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Le Roux, Johannes Christoffel**, First Execution Debtor, and **Le Roux, Gertruida Cornelia**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Portion 12 (a portion of Portion 7) of Erf 54, situated in the Township of Riversdale, Registration Division IR, Transvaal, being 231 Jan Neethling Street, Riversdale, Meyerton.

Measuring: 991 (nine hundred and ninety-one) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising garage, servant's room and toilet.

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

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

Dated at Johannesburg on this 26th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/L.299.)

Saak 2682/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Malekutu Stephen Seroka**, Eerste Verweerder, en **Irene Elizabeth Seroka**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 23 November 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 7 Junie 1995 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n half badkamer, motorafdak, draadomheining, teëldak en tuin in goeie toestand.

Eiendom: Erf 2710, eMbalenhle-uitbreiding 4, Registrasieafdeling IS, Transvaal, groot 450 (vierhonderd en vyftig) vierkante meter, gehou kragtens Akte van Transport TL76131/90, geleë te Erf 2710, eMbalenhle-uitbreiding 4.

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

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op 3 Mei 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A715.)

Saak 307/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Mathoromela Samuel Sekhula**, Eerste Verweerder, en **Tinyiko Emma Sekhula**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 2 Maart 1995, sal die eiendom hieronder genoem verkoop word in eksekusie op 7 Junie 1995 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, kombuis, twee slaapkamers en badkamer.

Eiendom: Erf 5151, eMbalenhle-uitbreiding 9, Registrasieafdeling IS, Transvaal, groot 350 (driehonderd en vyftig) vierkante meter, gehou kragtens Akte van Transport TL63447/89, geleë te Erf 5151, eMbalenhle-uitbreiding 9.

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

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op 4 Mei 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.973.)

Saak 3284/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Johannes Albertus Wessels**,
Eerste Verweerder, en **Ellen Wessels**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 27 Oktober 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 7 Junie 1995 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, boonste vlak bestaande uit slaapkamer en badkamer, motorhuis, bediendekwartiere, muuromheining en geplaveide oprit.

Eiendom: Erf 2052, Secunda-uitbreiding 2, Registrasieafdeling IS, Transvaal, groot 980 (negehoonderd agt-en-vyftig) vierkante meter, gehou kragtens Akte van Transport TL75011/88, geleë te Stanfordstraat 5, Secunda.

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

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op 4 Mei 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.850.)

Saak 31472/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **Allied Bank**, Eiser, en **Modupe Karpus Serote**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en geregtelike lasbrief sal die Balju Heidelberg op Vrydag, 26 Mei 1995 om 09:00, by die Landdroshof, Begemannstraat, Heidelberg, in eksekusie verkoop, sonder voorbehoud aan die hoogste bieder die Verweerder se reg, titel en belang in die volgende:

Sekere Erf 3842, Ratanda-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 240 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL48120/1989.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg gegee word nie: Woonhuis geen (afgebrand), grondwaarde alleenlik.

Verkoopvoorwaardes:

1. Die eiendom sal sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die Titellakte.
2. Die koper sal 'n deposito van 10% (tien persent) van die koopprys asook die afslaaerskommissie op die dag van die verkoping in kontant betaal; die balans teen oordrag wat verseker moet word deur 'n bank wat aan die Balju gelewer word binne 14 (veertien) dae vanaf datum van die verkoping.
3. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 19% (negentien persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik Allied Bank in wie se guns verband oor die eiendom geregistreer is.
4. Die volledige verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van die Landdroshof, Heidelberg, Gauteng.

Gedateer te Springs op die 11de dag van April 1995.

B. Cooper, vir Ivan Davies Theunissen, Eiser se Prokureur, IDT-gebou, Vierde Straat 64, Springs. (Tel. 812-1050.) (Verw. mnr. Cooper/B10694.)

Case 26831/92
PH 342

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Strydom, Peto Anna** trading as Video Fun Powertronics (Pty) Limited trading as Computech Two Two One Investments CC Asem Computer Marketing CC trading as Asem Computers, Plaintiff, and **First Nter Marketing CC** trading as Asem Computers, Plaintiff, and **First National Bank of Southern Africa Limited**, Defendant

1. The undermentioned property will be sold on 8 June 1995 at 10:00, at the Sheriff's Office, 131 Marshall Street, Johannesburg, in execution of a judgment obtained in the above matter on 29 November 1994:

Erf 623, Parktown North Township, Registration Division IR, Transvaal, measuring 1 248 (one thousand two hundred and forty-eight) square metres, held under Deed of Transfer T18174/89, and situated at 221 Jan Smuts Avenue, Parktown North, Johannesburg (the property).

2. The improvements to the property consist of the following (although nothing is guaranteed): Main building single storey, entrance hall, lounge, family room, dining-room, study, kitchen, pantry, three bedrooms, guest toilet, two bathrooms, bathroom with toilet, laundry. Outbuildings are detached, two garages, two servants' rooms, store-room, shower and washbasin and toilet and small store-room.

3. *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 guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) up to a maximum charge of R6 000 with a minimum charge of R100.

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

Dated at Johannesburg on this 13th day of April 1995.

Webber Wentzel Bowens, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Mr C. Giliomee.)

Saak 14061/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Stadsraad van Klerksdorp**, Eiser, en **M. C. de Waal**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se Kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop, op 2 Junie 1995 om 10:00:

Erf 1291, geleë in die dorp Alabama (bekend as Landsbergstraat 74) (Registrasieafdeling IP, Transvaal), groot 463 (vierhonderd drie-en-sestig) vierkante meter, gehou kragtens Akte van Transport T61778/90.

Bestaande uit: Sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis met opwas, motorhuis en buitekamer met badkamer.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprijs onmiddellik in kontant betaalbaar is.

2. Die balans koopprijs met rente daarop teen 15,50% (vyftien komma vyf nul persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 26ste dag van April 1995.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. mev. Van Staden/MS/ZW4110.)

Saak 5974/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Stadsraad van Klerksdorp**, Eiser, en **I. Ebrahim**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop, op 2 Junie 1995 om 10:00:

Erf 421, geleë in die dorp Manzilpark (bekend as Abdool Karastraat 66) (Registrasieafdeling IP, Transvaal), groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T50881/84.

Bestaande uit: Sitkamer, eetkamer, woonkamer, drie slaapkamers, twee badkamers, kombuis, twee motorhuise en buitekamer met toilet.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprijs onmiddellik in kontant betaalbaar is.

2. Die balans koopprijs met rente daarop teen 18,50% (agtien komma vyf nul persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 25ste dag van April 1995.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. mev. Van Staden/MS/ZE3421.)

Saak 168/95

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **NBS Bank Bpk.**, Eiser, en **S. L. Masenya**, Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 31 Maart 1995 uitgereik is deur die bogemelde agbare Hof, sekere vaste eiendom naamlik:

Woonhuis geleë te Elandstraat 25, Potgietersrus, gebou van steen onder teëldak en bestaande uit sitkamer, eetkamer, kombuis met opwas, drie slaapkamers, badkamer, spoellatrine, stoorkamer en enkelmotorhuis, omhein met betonpanele; verkoop sal word in eksekusie deur die Balju van die Landdroshof/Afslaer te die perseel te Landdroskantoor, hoek van Hooge-en-Retiefstraat, Potgietersrus, op 2 Junie 1995 om 10:00.

Die eiendom word verkoop onderhewig aan die verkoopvoorwaardes wat ter insae lê by die Landdroshof, Potgietersrus, en die kantoor van die Balju, Potgietersrus, welke voorwaardes onder andere die volgende vervat:

Die koper moet 'n deposito van 10% van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju van die Landdroshof of afslaer binne veertien (14) dae na die datum van die verkoping verstrekkend te word.

Nóg die Eiser nóg die Verweerder nóg die Balju van die Landdroshof/afslaer verskaf enige waarborg wat betref die eiendom en die eiendom word voetstoots verkoop.

Geteken te Pietersburg op hierdie 3de dag van Mei 1995.

P. S. Steyn, vir Du Toit, Swanepoel & Steyn, p.a. Potgieter & Kotzé, Eerste Verdieping, Munpengebou, Posbus 608, Potgietersrus, 0600. (Verw. mnr. Steyn/tv/3994.)

Saak 878/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

In die saak tussen **Cronje Boerdery**, Eksekusieskuldeiser, en **Madala Joseph Mukhondo** handeldrywende as **Ducksy Taxi Services**, Eksekusieskuldenaar

Ingevolge 'n uitspraak in die Landdroshof van Soutpansberg en 'n lasbrief vir eksekusie gedateer 29 Augustus 1994, word die hiernagenoemde eiendom op 7 Junie 1995 om 10:00, op die perseel op die Louis Trichardt/Vivo-pad verkoop per openbare veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Trichardtstraat 30, Louis Trichardt, 0920:

Gedeelte 1 van die plaas Bristol 241, Soutpansbergdistrik, Registrasieafdeling LS, Transvaal, groot 5 498 (vyf vier nege agt) vierkante meter, gehou kragtens Akte van Transport T86992/1993. Hierdie eiendom is verbeter met 'n gebou wat tans vir besigheidsdoeleindes gebruik word.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder.
2. 10% (tien persent) van die koopprys is betaalbaar in kontant met die toeslaan van die bod.
3. Wat die balans van die koopprys betref moet die koper dit in kontant betaal of dit waarborg deur 'n bank- of bougeskapswaarborg goedgekeur deur die Eiser. Die betaling moet gedoen word deur, of die waarborg moet gelewer word by die kantore van prokureur Leon Klaff binne (14) veertien dae vanaf die verkoping. Indien dit nie gedoen word nie, sal die koper die 10% (tien persent) deposito, verwys na in klousule 2 hierbo, verbeur ten gunste van die eiser en sal die verkoping as gekanselleer geag word. Die koper sal aanspreeklik wees vir alle addisionele skade wat gely mag word weens sy versuim om die koopprys te betaal of te verseker.
4. Die oordrag aan die koper sal deur Eiser se prokureurs gedoen word.
5. Rente teen 24% (vier-en-twintig persent) per jaar, bereken en gekapitaliseer maandeliks vooruit, is betaalbaar deur die koper op die koopprys aan die Eiser vanaf die datum van die verkoping tot datum van volle betaling van die koopprys.
6. Okkupasie sal geskied vanaf datum van verkoping, op welke datum alle risiko rakende die eiendom op die koper oorgaan.

Die volle koopvoorwaardes sal voor die verkoping uitgelees word net voor die veiling en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Gedateer te Louis Trichardt op hierdie 12de dag van April 1995.

Leon Klaff, Prokureur vir Eksekusieskuldeiser, Landdroslaan 28, Louis Trichardt, 0920; Posbus 508, Louis Trichardt, 0920. [Tel. (015) 516-3068.] [Fax. (015) 516-3122.] (Verw. 503/50098.)

**Saak 18897/94
PH 507/DX 308**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Bpk.**, Eksekusieskuldeiser, en **Visser, Gerhard Christiaan**, Eerste Eksekusieskuldenaar, en **Visser, Christoffel Jacobus**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 9 Junie 1995 om 10:00, deur die Balju, Hooggeregshof, Oberholzer, voor die Landdroskantoor, Van Zyl Smitsstraat, Oberholzer, van die ondergemelde eiendom:

Sekere: Erf 570, Welverdiend-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 980 (nege honderd en tagtig) vierkante meter, geleë te 10de Laan 71, Welverdiend-dorpsgebied, distrik Oberholzer.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie:

'n Drieslaapkamerhuis met motorhuis en buitetoilet. Die eiendom is omhein met 'n tuin in redelike toestand.

Bestaande uit die volgende: Drie slaapkamers, gang, sitkamer, eetkamer, enkelbadkamer, opwaskamer, motorhuis en buitetoilet.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Oberholzer [Tel. (01491) 4022] of Eiser se prokureurs, mnre. Blakes, Pleinstraat 14, Johannesburg.

Geteken te Johannesburg op hierdie 26ste dag van April 1995.

C. W. S. S. Potgieter, vir Blakes, Prokureur vir Uitwinningskrediteur, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. (Tel. 491-5500.) (Faks. 491-5593.) (Verw. PTV010/S. Potgieter/HVM.)

Saak 28128/94
PH 507/DX 308

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

In die saak tussen **Transnet Bpk.**, Eksekusieskuldeiser, en **Jonkers, William**, Eerste Eksekusieskuldenaar, en **Jonkers, Firoza Charmain**, Tweede Eksekusieskuldenares

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 8 Junie 1995 om 10:00, deur die Balju, Hooggeregshof, Vereeniging, te kantore De Klerk, Vermaak & Vennote Ing. prokureurs, Overvaalgebou, 28 Krugerlaan, Vereeniging, van die ondergemelde eiendom:

Sekere: Erf 5232, Ennerdale-uitbreiding 13-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 375 (drie honderd vyf-en-sewentig) vierkante meter, geleë te Reaglarstraat 2, Ennerdale-uitbreiding 13, distrik Vereeniging.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie:

Bestaande uit die volgende: Drie slaapkamers, sitkamer, badkamer, toilet en kombuis.

Die volle verkoopvoorwaardes mag ondersoek word by die kantore van die Balju, Hooggeregshof, mnre. N. C. H. Bouwman, Overvaal, Krugerlaan 28, Vereeniging [Tel. (016) 21-3400] of Eiser se prokureurs, mnre. Blakes, Pleinstraat 14, Johannesburg.

Geteken te Johannesburg op hierdie 26ste dag van April 1995.

C. W. S. S. Potgieter, vir Blakes, Prokureur vir Uitwinningskrediteur, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. (Tel. 491-5500.) (Faks. 491-5593.) (Verw. PTJ004/S. Potgieter/HVM.)

Case 2207/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Hilton Patrick Jamison**, First Defendant, and **Carol Ann Jamison**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan, and warrant of execution, dated 15 February 1995, the property listed hereunder will be sold in execution on Friday, 23 June 1995 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

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

Erf 591, Selection Park Township, Registration Division IR, Transvaal, measuring 1 153 (one thousand one hundred and fifty-three square metres, also known as 11 Lamb Road, Selection Park, Springs.

The property is zoned "Residential" in terms of the relevant town-planning scheme.

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

Main Building: Brick building, iron roof, three bedrooms, study, bathroom, toilet lounge/dining-room and kitchen.

Outbuilding: Garage, outside room and toilet.

The material conditions of sale are:

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

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

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

(d) The purchaser will pay interest at 15,25% (fifteen comma two five per centum) per annum on all preferent creditor's claims which will include the execution creditor's claim.

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

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

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

Dated at Brakpan on this the 29th day of April 1995.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Attorneys for Execution Creditor, First Floor, Permanent Building, 511 Voortrekker Road; P.O. Box 878, Brakpan, 1540. (Ref. Mr Falconer/mmw/BNI/J3576.)

Saak 3834/95**In die saak tussen Saambou Bank Beperk, Eiser, en Molefe Isaac Ratlhogo, Eerste Verweerder, en Nomsa Queen Ratlhogo, Tweede Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 20 Maart 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 8 Junie 1995 om 10:00 te Parkstraat 8, Kempton Park:

Sekere: Erf 1475, Birch Acres-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, met straatadres bekend as Kempahaansingel 25, Birchacres, groot 1 582 (eenduisend vyfhonderd twee-en-tagtig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette 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 verstrek te 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.

Dyason, vir Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/AN (FF 0354.))

Saak 3684/95**In die saak tussen Saambou Bank Beperk, Eiser, en Hendrik Albertus du Toit, Eerste Verweerder, en Emmerentia Cornelia du Toit, Tweede Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 22 Maart 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 8 Junie 1995 om 10:00 te Parkstraat 8, Kempton Park, verkoop:

Sekere: Hoewe 55, Bredell Agricultural Holdings, Registrasieafdeling IR, Transvaal, met straatadres bekend as Plot 55, Sewende Straat, Bredell, groot 1 6357 (een komma ses drie vyf sewe) hektaar.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette en 'n motorafdak.

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 verstrek te 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.

Dyason, vir Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/AN (FF 0372.))

Saak 3679/95**In die saak tussen Saambou Bank Beperk, Eiser, en Wynand Brits, Eerste Verweerder, en Elizabeth Cornelia Brits, Tweede Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 23 Maart 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 8 Junie 1995 om 10:00 te Parkstraat 8, Kempton Park:

Sekere: Erf 949, Rhodesfield-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, met straatadres bekend as Biesiestraat 4, Rhodesfield-uitbreiding, 1, groot 975 (negehoonderd vyf-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette 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 verstrek te 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.

Dyason, vir Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/AN (FF 0367.))

Case 5223/95
PH388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbaduli: Whaten**, 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, 8 June 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 3246, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal, area 286 (two hundred and eighty-six) square metres, situation Erf 3246, 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 the 25th day of April 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.
(Tel. 331-8535.) (Ref: ForeclosuresZ443.)

Case 06071/95
PH388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mkhabela: Samuel Vusi**, 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, 8 June 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 leasehold in respect of Erf 15, Protea South Extension 1 Township, Registration Division IQ, Transvaal, area 437 (four hundred and thirty-seven) square metres, situation Erf 15, Protea South Extension 1.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 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 the 25th day of April 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.
(Tel. 331-8535.) (Ref: ForeclosuresZ461.)

Case 5219/95
PH388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntholeng: Mantsehiseng 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 the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 8 June 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 2360, Naledi Township, Registration division IQ, Transvaal, area 232 (two hundred and thirty-two) square metres, situation 2360 Naledi.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, kitchen, dining-room, 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 the 25th day of April 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ437.)

Case 4772/95
PH388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thepa: Sebastian Jose Martimer**, 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, 8 June 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 3208, Protea Glen Township, Registration Division IQ, Transvaal, area 340 (three hundred and forty) square metres, situation 3208 Protea Glen.

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 the 25th day of April 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ419.)

Case 03558/95
PH388

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mkhonza: Pulane Margaret**, 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, 8 June 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 leasehold in respect of Stand 2406, Zola Township, Registration Division IQ, Transvaal, area 499 (four hundred and ninety-nine) square metres, situation Stand 2406, Zola Township.

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

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

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

Dated at Johannesburg on the 25th day of April 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresF32:CA200.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eksekusieskuldeiser, en **Mogapoleng Albert Mosoma**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 8 November 1994 toegestaan is, op 9 Junie 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 876, geleë in die dorpsgebied van KwaGuqa-uitbreiding 3, Registrasieafdeling JS, Transvaal, groot 250 (twee vyf nul) vierkante meter, gehou kragtens Akte van Transport TL86213/89. Straatadres: Erf 876, Mmutlastraat, KwaGuqa, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 20ste dag van April 1995.

Harvey Nortje Ing., Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat; Posbus 727, Witbank.

Saak 5286/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Realty 1 Elk**, Eksekusieskuldeiser, en **L. S. van der Vyver**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 18 Januarie 1995, toegestaan is, op 9 Junie 1995 om 10:00, te Landdroskantoor, hoek van Kerk- en President Krugerstraat, Middelburg, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Middelburg, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 2169, geleë in die dorpsgebied Aerorand, Middelburg, Registrasieafdeling JS, Transvaal, groot 1 140 (een een vier nul) vierkante meter, gehou kragtens Akte van Transport T59618/1994. Straatadres: Tabakstraat 22, Aerorand, Middelburg.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die skuldeiser bepaal.

Geteken te Witbank op hierdie 20ste dag van April 1995.

Harvey Nortje Ing., Prokureurs vir die Eiser, Eerste Verdieping, Morkelsgebou, Posbus 4198, Middelburg.

Saak 1762/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Reichardt, Bruno**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike) 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 Elna Randhof, Kantoor 9, hoek van Blairgowriestraat en Selkirklaan, Randburg, op 6 Junie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

Sekere: Eenheid 3 Matzikama, soos getoon en meer volledig beskryf in Deelplan SS361/89, en ook bekend as Woonstelle 3 Matzikama, Hendrik Verwoerdrylaan 91, Ferndale, grootte 103² (een nul drie) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, twee slaapkamers, twee badkamers/toilette en kombuis.

Buitegeboue: Woonstelgebou.

Konstruktuer: Baksteen met sement.

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

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

Gedateer te Johannesburg op hede die 2de dag van April 1995.

Rossouws, vir Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw: Rossouw/cw/04/A8288E.)

Saak 59/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **J. T. Mbatha**, 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 om 10:00 op 9 Junie 1995, per publieke veiling deur die Balju, Belfast, verkoop word:

Erf 945, Siyathuthuka, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Siyathuthuka, gehou kragtens Grondbrief TL61552/92, grootte: 252 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Belfast hierdie 24ste dag van April 1995.

V. W. Weimar, vir Bezuidenhout Van Zyl Ing., p.a. Victor D. Weimar & Seuns, Vermootenstraat, Belfast. (Tel. 01326-3-1155.)

Saak 647/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **D. P. Mayisela**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 9 Maart 1994 toegestaan is, op 9 Junie 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 3345, geleë in die dorpsgebied kwaGuqa-uitbreiding 5, Witbank, Registrasieafdeling JS, Transvaal, groot 200 (twee nul nul) vierkante meter, gehou kragtens Akte van Transport T14073/93, straatadres Erf 3345, uitbreiding 5-kwaGuqa, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige belasting, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 24ste dag van April 1995.

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

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Chidrawi John**, First Defendant, and **Chidrawi Antoinette**, Second Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Randburg Sheriff's Office at Elna Randhof, corner of Selkirk and Blairgowrie Drive, Randburg, on 6 June 1995 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Erf 296, Ferndale Township, Registration Division IR, Transvaal, in extent 4 015 square metres, held by virtue of Deed of Transfer T26071/75.

The following particulars are furnished *re* the improvements, none of which is guaranteed: A single-storey dwelling with tiled roof, consisting of entrance hall, lounge, dining-room, family room, study, four bedrooms, two bathrooms, kitchen, pantry, two garages, swimming-pool and servant's quarters.

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

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

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

L. Smith, for Tonkin Clacey, Execution Creditor's Attorneys, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 880-6695.) (Ref. S. Yin/18097.)

Saak 1606/94

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

In die saak tussen **ABSA Bank Beperk**, Applikant, en **C. J. B. Nel**, Respondent

Ten uitvoering van 'n vonnis in die bogemelde Agbare Hof, gedateer 22 Mei 1995, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 13 Junie 1995 om 10:00, by die kantore van die Balju te Alberton te Terrace-gebou, Eaton Terrace 1, New Redruth, Alberton, aan die hoogste bieder:

Resterende Gedeelte van Erf 1130, Alberton-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Negende Laan 34, Alberton, groot 2 161 (twee een ses een) vierkante meter, gehou kragtens Akte van Transport T11390/1982. *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, stoep, twee motorhuise, buite woonstel en afdak.

Terme en voorwaardes.

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

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

Geteken te Johannesburg op hierdie 21ste dag van April 1995.

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg, Posbus 1196, Johannesburg. [Tel. (011) 331-3868, Faks. (011) 331-9700.] (Verw. L. Vorster/db/LN8.)

Saak 18645/94

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

In die saak tussen **Unibank Beperk**, Eksekusieskuldeiser, en **Boshoff, Willem Hendrik**, Eerste Eksekusieskuldenaar, en **Boshoff, Leonie Norma**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 2 Junie 1995 om 14:15, voor die Landdroskantoor, Randfontein, hoek van Sutherland- en Pollackstraat, Randfontein, van die ondergemelde eiendom:

Sekere Hoewe 9, Dancornia-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,1050 (twee komma een nul vyf nul) hektaar, geleë te Hoewe 9, Dancornia-landbouhoewes, Randfontein.

Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Vierslaapkamerhuis met klinkersteenmure.

Bestaande uit die volgende: Kombuis met ooghoogte oond, ingeboude linnekas in gang, badkamer en toilet, slaapkamer met eie badkamer, toilet en stort, met ingeboude kaste, sitkamer en eetkamer gekombineer met Jetmaster, studeerkamer, ontspanningskamer met Jacussi Spa, Badkamer en toilet.

Buitegeboue bestaande uit: Dubbelgarage, braai-area op stoep onderdak, agterplaas geplavei, reuse TV-antenna en voldoende water in tuin.

Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word voor die Landdroskantoor, Randfontein, te hoek van Sutherland- en Pollackstraat, Randfontein, of die Eiser se prokureurs, Blakes Ingelyf, te die Vyfde Verdieping, Pleinstraat 14, Johannesburg.

Geteken te Johannesburg op hierdie 25ste dag van April 1995.

T. du Preez, vir Blakes Ing., Vyfde Verdieping, Pleinstraat 14, Johannesburg. (Verw. T. du Preez/IVDB/UUB055.)

Saak 305/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Jan Adriaan Jacobs**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 28 Februarie 1995, sal die eiendom hieronder genoem, verkoop word in eksekusie op 7 Junie 1995 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis, buite-opwasbak, bediendetoilet en ommuur aan drie kante.

Eiendom: Gedeelte 13 van Erf 376, Trichardt, Registrasieafdeling IS, Transvaal, groot 1 537 (eenduisend vyfhonderd sewe-en-dertig) vierkante meter, gehou kragtens Akte van Transport T65917/90, geleë te Richterstraat 61, Trichardt.

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

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op hierdie 26ste dag van April 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A972.)

Saak 13238/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Leonard Collin le Roux**, Eerste Verweerder, en **Shirley Ann le Roux**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 26 Augustus 1994, en ten uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Kempton Park, op 8 Junie 1995 om 10:00, te Baljukantoor, Parkstraat 8, Kempton Park, verkoop:

Erf 1202, in die dorp Glen Marais-uitbreiding 1, Registrasieafdeling IR, Provinsie P.W.V. (Gauteng), gehou kragtens Akte van Transport T59884/1991, groot 998 vierkante meter, ook bekend as Mulderstraat 17, Glen Marais-uitbreiding 1, Kempton Park.

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

Sitkamer, eetkamer, kombuis, twee badkamers, twee toilette, drie slaapkamers, twee motorhuise, oprit en swembad.

Die koper moet 'n deposito van 10% (tien persent) van die koopprijs asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprijs betaalbaar teen registrasie van transport en betaal 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 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 te Kempton Park.

Geteken te Pretoria op hierdie 21ste dag van April 1995.

Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. J. J. Hurter/CVB/110005.)

Case 5172/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Christo Alwyn Strydom**, Defendant

A sale in execution of the undermentioned property is to be held in front of the main entrance to the Magistrate's Court, Barberton, on 23 June 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, United Building, Barberton, and will also be read out by the Sheriff, prior to the sale in execution.

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

Property: Remaining portion of Erf 2649, Barberton Township, Registration Division JU, Transvaal, measuring 1 064 square metres, held by virtue of Deed of Transfer T22453/94, also known as 11 Stein Street, Barberton.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2378.)

Case 2536/93

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

In the matter between **ABSA Bank Limited**, trading as Trust Bank, Plaintiff, and **H. A. Barber**, trading as A H Enterprises, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 11 May 1993, the property listed hereunder will be sold in execution on 9 June 1995 at 15:00, at the premises of the Sheriff of the Court, 66 Fourth Street, Springs, to the highest bidder:

Certain Holding 49, Vischkuil Agricultural Holdings, Registration Division IR, Transvaal, measuring 1 6180 hectares, held by Deed of Transfer T44239/1982.

The property is defined as a vacant stand, situated at Holding 49, Vischkuil Agricultural Holdings.

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

Main building: Vacant stand.

Outbuildings: Vacant stand.

The material conditions of sale are:

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

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

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

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

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

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

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

Dated at Brakpan this 18th day of April 1995.

J. E. Esterhuizen, vir Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Esterhuizen/vr/T1020/93.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, op Vrydag, 23 Junie 1995 om 10:00:

Eksekusiekrediteur, **Nedperm Bank Beperk**

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is.

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor Vereeniging nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200, onmiddellik na die verkoping, in kontant of deur 'n bank-gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepaling van die voorwaardes van verkoping, kan die koper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vereeniging.

Saak 9746/91.

Vonnisskuldenaar: **G. H. Jansen van Rensburg.**

Eiendom: Hoewe 55, Golfview-landbouhoewes, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: 1,7844 hektaar.

Beskrywing van eiendom: Woonhuis met buitegeboue.

Straatadres van eiendom: Hoewe 55, Golfview, distrik Vereeniging.

Rente op vonnisskuld: 21,75% (een-en-twintig komma sewe vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays Sentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930.
(Verwys. Mev. Davel/6/329.)

Saak 24967/94

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

In die saak tussen **Standard Bank van S.A. Beperk** (Reg. No. 62/00738/06), Eiser, en **Helene Lynn Smith**, Eerste Verweerder, en **Leon William Smith**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 9 Junie 1995 om 10:00, deur die Balju vir die Hooggeregshof, Klerksdorp, gehou te die perseel, Marsstraat 6, Wilkopies-uitbreiding 29, Klerksdorp, aan die hoogste bieder:

Erf 1154, geleë in die dorp Wilkopies-uitbreiding 29, Registrasieafdeling IP, Transvaal, groot 1 251 vierkante meter, gehou kragtens Akte van Transport T24476/1994.

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

Straatadres: Marsstraat 6, Wilkopies-uitbreiding 29, Klerksdorp.

Verbeterings: Sinkdakwoonhuis met ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, waskamer, drie slaapkamers, twee badkamers, toilet, kroeg, aantrekkamer, twee garages, motorafdak, steenplaveisel, steenmure, buitekamer, toilet, steenplaveisel, steenmure en swembad.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys 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 Balju, Hooggeregshof van Klerksdorp, Teaklaan 11, Klerkindustria, Klerksdorp.

Gedateer te Pretoria hierdie 8ste dag van Junie 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9568/94/BVDM.)

Saak 25333/93

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

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Frederik Jacobus le Roux**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 17 Mei 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 2 Junie 1995 at 08:30:

Een halwe (1/2) aandeel in Gedeelte 148 ('n gedeelte van Gedeelte 17) van die plaas Krokodildrift 446, Registrasieafdeling JQ, Transvaal, grootte 9,1206 hektaar, gehou kragtens Akte van Transport T55606/90.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Brits, te Theogebou, Murraylaan 42, Brits.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak, bestaande uit ses slaapkamers, drie badkamers, twee kombuise, twee sitkamers, twee eetkamers en buitegebou bestaande uit dubbelmotorhuis, stoorkamer en twee dubbel motorafdakke.

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

Gedateer te Pretoria op hierdie 5de dag van Mei 1995.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein, 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. V.d. Burg/AVDP/F7650/B1.)

Case 12743/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Samuel Moses Alphoneus Simon Burds**, First Defendant, and **Agnes Magdeline Burds**, Second Defendant

On 9 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Portion 39 (a portion of Portion 1) of Erf 846, Reigerpark Extension 1, Registration Division IR, Transvaal, situated at 39 Johnny Arends Street, Reigerpark Extension 1, Boksburg.

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

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

2. The purchaser shall pay 10% (ten 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 guarantee within 14 days of the sale.

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

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

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

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

Dated at Boksburg on this the 4th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01003.)

Case 2258/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Modise Simon Sibidi**, First Defendant, and **Wilhelminah Moitso Sibidi**, Second Defendant

On 9 June 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 401, Vosloorus extension 8, Registration Division IR, Transvaal, situated at 401 Vosloorus Extension 8, 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 guarantee within 14 days of the sale.

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

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

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

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

Dated at Boksburg on this the 4th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04031.)

Case 4724/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Josia Mhlupheki Basi**, Defendant

Notice is hereby given that on 9 June 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 14 March 1995, namely:

Certain Erf 18616, Tsakane Extension 8, Registration Division IR, Transvaal, situated at 18616 Tsakane Extension 8, Brakpan.

The following improvements (which re 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, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this the 4th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03045.)

Case 4720/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phillip Mandla Giba**, First Defendant, and **Sina Beauty Giba**, Second Defendant

Notice is hereby given that on 9 June 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 14 March 1995, namely:

Certain Erf 18774, Tsakane Extension 8, Registration Division IR, Transvaal, situated at 18774 Tsakane Extension 8, Brakpan.

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, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this the 4th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03040.)

Case 686/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thandayiphi Nyandeni**, Defendant

On 9 June 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 20777, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20777 Vosloorus Extension 30, Boksburg.

Improvements (not warranted to be correct): Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen and lounge.

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

2. The purchaser shall pay 10% (ten per 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 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 2nd day of May 1995.

C. M. Klinkert, for Tuckers, Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H02070.)

Case 33786/94
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 **Khauoe, Motlatsi Robert**, First Defendant/Execution Debtor, and **Khauoe, Dalliah**, 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 West, at 131 Marshall Street, Johannesburg, on Thursday, 8 June 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 12394, Meadowlands Township, Registration Division IQ, Transvaal, measuring 262 square metres and held under Deed of Transfer T34986/1994, situated at 928 Leeba Street, Meadowlands, Zone 8, Soweto, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single storey dwelling with iron roof, internal and external brick walls that are plastered and painted, three bedrooms, lounge, dining-room, kitchen, bathroom 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 (14) days for the date of sale.

Auctioneer's 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 8th day of May 1995.

Max Cohen, Plaintiff's Attorneys, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Dx. 257, Jhb.) (Tel. 333-0046.) (Ref. 336-0274.) (Ref. Peter Sapire/Clinton Lewis/F351.)

Case 9825/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Shaun Thomas Norquoy**, First Defendant, and **Michelle Norquoy**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate, Benoni, on 2 January 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 June 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 1858, Benoni Township, situated on 160 Cranbourne Avenue, Benoni, Extension 2, Benoni, measuring 1 190 (one thousand one hundred and ninety) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and tiled roof, comprising of an entrance hall, lounge, dining-room, study, three bedrooms, bathroom plus w.c., bathroom, w.c. and shower and kitchen. *Outbuildings:* Three carports, two garages, servants' room, w.c., two rooms, kitchen, bathroom and w.c. granny flats.

The conditions of sale:

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

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

Dated at Benoni on this 4th day of May 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg, corner of 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00504/Mrs Kok.)

**Case 20471/94
PH 388**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Schram: Michel Jean Jacques**, First Defendant, **Berman: Godfrey Roy**, Second Defendant, **Feinstein: Albert Angel**, Third Defendant, and **Feinstein: Gloria Rose**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 9 June 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 Portion 7 (a portion of Portion 2) of Erf 32, Atholl Extension 1 Township, Registration Division IR, Transvaal, area 2 137 (two thousand one hundred and thirty-seven) square metres.

Situation: 136B Ilkley Road, Atholl Extension 1.

Improvements (not guaranteed): A vacant erf.

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

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

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ195.)

Case 15765/91

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Kempton Caravan Investments CC**, now known as Edenglen Office Park CC, First Defendant, **Lorraine Anita Slement**, Second Defendant, **Norman Peter Slement**, Third Defendant, and **Ian William Slement**, Fourth Defendant

A sale in execution of the property described hereunder will take place on 1 June 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 27 President Street, Germiston:

Erf 257, Sebenza Extension 4 Township, Registration Division IR, Transvaal, measuring 4 215 (four thousand two hundred and fifteen) square metres, property also known as corner of Harris Avenue and Wagenaar Road, Sebenza Extension 4, Edenvale, comprising of three storey building consisting of offices and warehouse.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 13624/KD/PT.)

Saak 5878/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Stadsraad van Klerksdorp**, Eiser, en **I. Ebrahim**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 2 Junie 1995 om 10:00:

Erf 396, geleë in die dorp Manzilpark (bekend as Mintystraat 76), Registrasieafdeling IP, Transvaal, groot 870 (agthonderd en sewentig) vierkante meter, gehou kragtens Akte van Transport T50613/84, bestaande uit onbeboede erf.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is.
2. Die balans koopprys met rente daarop teen 18,50% (agtien komma vyf nul persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 25ste dag van April 1995.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. mev. Van Staden/MS/ZE3420.)

Case 3981/93

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

In the matter between **Standard Bank of SA Ltd**, Plaintiff, and **Dion Anthony Davids**, Defendant

On 9 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Property 156, of Erf 846, Reiger Park Extension 1, Registration Division IR, Transvaal, situated at 156 Snoek Street, Reiger Park Extension 1.

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

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

2. The purchaser shall pay 10% (ten 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 rate 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 26th day of April 1995.

I. Kramer Stein & Bush, First Floor, Caldor House, 2 Burg Street, Boksburg.

Case 4590/91

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

In the matter between **United Bank Limited**, Plaintiff, and **Motseki Isack Motloun**, First Defendant, and **Moratwe Evelyn Motloun**, Second Defendant

A sale in execution of the property described hereunder will take place on 28 June 1995 at 10:00, at offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 8191, Tokoza Township, measuring 348 (three hundred and forty-eight) square metres, property known as 8191 Tokoza.

Residence comprising of lounge, two bedrooms, bathroom/w.c., kitchen and garage (hereinafter called the right of leasehold).

A bond can be arranged for an approved purchaser.

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

Signed and dated at Alberton on this the 3rd day of May 1995.

Jack Sherman, Plaintiff's Attorneys, First Floor, 5A Clinton Road, Alberton, 1450.

Case 19765/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Elson Mashego**, First Defendant, and **Christina Mashego**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 2 June 1995 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Certain Erf 20831, situated in the Residential area of Mamelodi, Registration Division JR, Transvaal, situated at Site 20831, Mamelodi, measuring 426 (four hundred and twenty-six) square metres.

Improvements (not guaranteed): Lounge, kitchen and bedroom.

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

Dated at Pretoria on this the 28th day of April 1995.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. (Docex 70.) [Fax. (012) 323-7431.] [Tel. (012) 326-8923/4/5.] (Ref. GGM/jm/L6753.)

Case 100/95

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Joseph Stanley Mantoadi Sekokotla**, First Defendant, and **Mmankgokolo Tabitha Sekokotla**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 2 June 1995 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff prior to the sale:

Certain Erf 124, Block BB, situated in the residential area of Soshanguve, Registration Division JR, Transvaal, situated at Site 124, Block BB, Soshanguve.

Improvements (not guaranteed): Entrance hall, lounge, kitchen, three bedrooms and two bathrooms.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000,00 and thereafter 3% (three per cent), to a maximum fee of R6 000,00 and a minimum of R100,00.

Dated at Pretoria on this the 26th day of April 1995.

Matlala Incorporated, Eighth Floor, Standard General, Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. Docex 70. [Tel. No. (012) 326-8923/4/5.] [Fax No. (012) 323-7431.] (Ref. GGM/jm/L6851.)

Case 2821/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Louis Josephus Groenewald**, First Defendant and **Jacoba Maria Groenewald**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 13 May 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 June 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 1498 Crystal Park Extension 2 Township, situated on 49 Oriole Crescent, in the Township of Crystal Park Extension 2, District of Benoni, measuring 872 (eight hundred and seventy-two) square metres.

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

Building built of brick and plaster, tiled roof, comprising of a lounge, dining-room, study, kitchen, three bedrooms, two bathrooms with a w.c., w.c. and a garage.

The conditions of sale:

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

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

Dated at Boksburg on this 5th day of May 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00172 (UB172).]

Case 9421/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and
Holger von der Fecht, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 13 May 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 June 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 2484, Benoni Township, situated on 14 First Avenue, in the Township of Northmead, District of Benoni, measuring 1 190 (one thousand one hundred and ninety) square metres.

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

Building built of brick and plaster, tiled roof, comprising of an entrance hall, lounge, dining-room, four bedrooms, two bathrooms, kitchen, garage, w.c and a servant's room.

The conditions of sale:

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

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

Dated at Boksburg on this 5th day of May 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00401 (UB401).]

Case 6452/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Dane Friskin**, Defendant

Notice is hereby given that on 9 June 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, 30 March 1995, namely:

Certain: Erf 788, Dalpark Extension 1, Registration Division IR, Transvaal, situated at 35 Dinghy Avenue, Dalpark Extension 1, Brakpan.

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

Detached single storey brick residence consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, and outbuilding comprised of garage and toilet.

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

Dated at Boksburg on this the 8th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04012.)

Case 12712/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Chabedi, David Sentshabeng**, First Execution Debtor, and **Chabedi, Julie Mamokete**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 8 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 5790 (previously known as 720), situated in the Township of Chiawelo Extension 3, Registration Division IQ, Transvaal, being 5790, Chiawelo Extension 3, Johannesburg (previously known as 720 Chiawelo), measuring 326 (three hundred and twenty-six) square metres.

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

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

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

Dated at Johannesburg this 4th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.164.)

Case 4584/95
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van Etteryk, Gerard Joseph**, First Execution Debtor, and **Van Etteryk, Christine**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Sheriff's Office, Randburg, on 13 June 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain: Erf 21, situated in the Township of Meadowhurst, Registration Division IR, Transvaal, being 7 Hornbill Street, Meadowhurst, Randburg, measuring 1 399 (one thousand three hundred and ninety-nine) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, study, separate toilet and shower, two bedrooms, bathroom with outbuildings with similar construction, comprising two garages and toilet.

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

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

Dated at Johannesburg this 4th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/VA.328.)

Case 5933/95
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Byleveld, Carel**, First Execution Debtor, and **Byleveld, Helena Francina Jakoba**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Sheriff's Office, Springs, on 9 June 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain: Erf 250, situated in the Township of Strubenvale, Registration Division IR, Transvaal, being 4 Brice Avenue, Strubenvale, Springs, measuring 1 041 (one thousand and forty-one) square metres.

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

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

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

Dated at Johannesburg this 4th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.363.)

Case 8173/95
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Geldenhuys, Jan Willem**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 15 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Erf 583, situated in the Township of Henley on Klip, Registration Division IR, Transvaal, being corner of Wargrave North and Shelford Roads, Henley on Klip, measuring 3 618 (three thousand six hundred and eighteen) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, sun room, four bedrooms, two bathrooms with outbuildings with similar construction, comprising of jacuzzi room, carport, three servants' rooms, toilet and shower, bathroom, laundry, store-room and study.

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

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

Dated at Johannesburg this 5th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.220.)

Saak 816/94

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **A. F. Berg** en **C. J. H. M. Berg**, Eksekusieskuldeiser, en **N. J. J. de Bruyn**, Eerste Eksekusieskuldenaar en **C. D. de Bruyn**, Tweede Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Delmas, gedateer 8 Februarie 1995, sal 'n eksekusie verkoping gehou word by die Landdroskantoor, Delmas op Vrydag 16 Junie 1995 om 10:00, van die ondervermelde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Balju van die Landdroshof gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, voor die verkoping ter insae sal lê:

Hoewe 27, Sundra-landbouhoewes, Registrasieafdeling IR, Transvaal, gehou kragtens Akte van Transport T114806/92.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis en buitegeboue.

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 met 'n bank, bougenootskap of ander aanneembare waarborg binne 21 dae vanaf datum van die verkoping verskaf word. Vendukoste is betaalbaar deur die Koper.

Geteken te Delmas op hierdie 2de dag van Mei 1995.

D. J. Swanepoel, Prokureur vir Eksekusieskuldeiser, Derde Straat 33, Delmas, 2210.

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the office of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 8 June 1995 at 10:00. **Nedcor Bank Limited**, Execution Creditor. The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

2. The purchaser shall pay 10% (ten per cent) of the purchased price plus 4% (four per cent) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

Case 8566/93.

Judgment Debtor: **Mahleka Samuel Kubeka.**

Property: Right of leasehold over Erf 159, Tlamatlama Township, Registration Division IR, Transvaal. The Province of Pretoria-Witwatersrand-Vereeniging, situated at 159 Tlamatlama Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, dining-room and kitchen.

File Ref: LN3457.

Case 14353/92.

Judgment Debtor: **Boy Moses Mthenjana.**

Property: Right of leasehold over Erf 674, Tsenolong Township, Registration Division IR, Transvaal, situated at 674 Tsenolong Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, bathroom, dining-room, two bedrooms and kitchen.

File Ref: L488/92.

Case 7685/89.

Judgment Debtors: **Ampi Joseph Buthelezi and Hluphi Elsie Buthelezi.**

Property: Right of leasehold over Erf 662, Endulweni Township, Registration Division IR, Transvaal, situated at 662 Endulweni Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, two bedrooms and kitchen. Outbuildings consisting of garage and three outside rooms.

File Ref: L275/89.

Case 14352/92.

Judgment Debtor: **Emily Mthethwa.**

Property: Right of leasehold over Erf 103, Umfuyaneni Township, Registration Division IR, Transvaal, situated at 103 Umfuyaneni Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, dining-room, two bedrooms and kitchen. Outbuildings consisting of two outside rooms.

File Ref: L489/92.

Case 7157/89.

Judgment Debtors: **Sipho Robert Msibi and Josophine Msibi.**

Property: Right of leasehold over Erf 661, Umthambeka Township, Registration Division IR, Transvaal, situated at 661 Umthambeka Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, dining-room and kitchen. Outbuildings consisting of garage and two outside rooms.

File Ref: L251/89.

Case 3072/88.

Judgment Debtors: **Mavayi Jeremiah Nkosi and Ntombi Gladys Nkosi.**

Property: Right of leasehold over Erf 12, Sedibeng Township, Registration Division IR, Transvaal, situated at 12 Sedibeng Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, bathroom, dining-room, toilet, three bedrooms and kitchen. Outbuildings consisting of garage.

File Ref: L140/88.

Case 15460/94.

Judgment Debtors: **Petrus Johannes du Plessis and Shirley Isobel du Plessis.**

Property: Erf 197, Birchleigh North Extension 3 Township, Registration Division IR, Transvaal, situated at 32 Lydia Street, Birchleigh North, Extension 3, Kempton Park.

Improvements: Dwelling-house consisting of lounge, bathroom, dining-room, toilet, three bedrooms and kitchen. Outbuildings consisting of garage, carport and driveway.

File Ref: LN3968/4.

Case 2506/95.

Judgment Debtors: **Phillip Hugo and Elsabe Mary-Ann Hugo.**

Property: Erf 949, Birch Acres Extension 3, Registration Division IR, Transvaal, situated at 1 Steenloper Avenue, Birch Acres Extension 3, Kempton Park.

Improvements: Dwelling-house consisting of lounge, bathroom, toilet, three bedrooms and kitchen. Outbuildings consisting of garage, carport and driveway.

File Ref: LN3666.

L. J. van den Heever, for Schumanns Attorneys, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Saak 60778/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **Korff Martin Petrus Albertus**, Identiteitsnommer 6307085005000, Verweerder

'n Openbare veiling sonder 'n reserve prys sal deur die Balju, Suid te Strubenstraat 142, Pretoria op 7 Junie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid te Edenpark Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 2777, geleë in die dorpsgebied Wierda Park-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T51228/90.

Hierdie eiendom is geleë te 46 Senekalstraat, Wierda Park, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers.

Konstruksie: Mure: Baksteen. Dak: Teël. Vloer: Matte.

Buitegeboue: Dubbele motorhuis, bediende kamer en badkamer.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.
2. 'n Deposito van 10% (tien persent) van die koopprijs is onmiddellik betaalbaar. Vir die restant van die koopprijs moet waarborge gelewer word binne 14 dae aan die Balju.
3. Die koper betaal die Balju se kommissie.
4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 8ste dag van Mei 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1605.)

Saak 26513/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **Pilusa Mukhale Pieter**, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Tzaneen te Landdroskantore, Morganstraat, Tzaneen, op 9 Junie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Tzaneen te Tweede Verdieping, Rentmeestergebou, Danie Joubertstraat, Tzaneen, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1480, geleë in die dorpsgebied Tzaneen-uitbreiding 13, Registrasieafdeling LT, Transvaal, groot 608 (seshonderd en agt) vierkante meter, gehou kragtens Akte van Transport T89675/93.

Hierdie eiendom is geleë te 7 Saliestraat, Tzaneen.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer, bad en toilet.

Konstruksie: Mure: Baksteen. *Vloere:* Matte. *Plafon:* Asbes. *Dak:* Teëls.

Buitegeboue: Motorhuis en toilet.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.
2. 'n Deposito van 10% (tien persent) van die koopprijs is onmiddellik betaalbaar. Vir die restant van die koopprijs moet waarborge gelewer word binne 14 dae aan die Balju.
3. Die koper betaal die Balju se kommissie.
4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 9de dag van Mei 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A1788.)

Saak 26516/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywend as United Bank, Eiser, en **Kleyn Lorraine**, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Nylstroom te Landdroskantoor Nylstroom, op 9 Junie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Nylstroom te Van Emmenisstraat, Nylstroom, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 669, geleë in die dorp Nylstroom-uitbreiding 4, Registrasieafdeling KR, Transvaal, groot 1 338 (eenduisend driehonderd agt-en-dertig) vierkante meter, gehou kragtens Akte van Transport T58687/94, hierdie eiendom is geleë te Steynstraat 118, Nylstroom.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers en 1,5 badkamers. *Buitegeboue:* Bediendekamer, motorhuis en toilet.

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

Terme:

- (1) Die eiendom word verkoop sonder reserweprys.
- (2) 'n Deposito van 10% (tien persent) van die koopprijs is onmiddellik betaalbaar. Vir die restant van die koopprijs moet waarborge gelewer word binne 14 dae aan die Balju.
- (3) Die koper betaal die Balju se kommissie.
- (4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 5de dag van Mei 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. MARE/A1785.)

Saak 1686/95

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

In die saak tussen **NBS Bank Beperk**, Eksekusieskuldeiser, en **Ntinami John Makibi**, Eerste Eksekusieskuldenaar, en **Cynthia Ntombenkosi Makibi**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 6 Maart 1995 die hiernage-noemde eiendom op Donderdag, 8 Junie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te Baljukantore, Parkstraat 8, Kempton Park:

Erf 1045, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 282 vierkante meter, ook bekend as 1045 Maokengseksie, Tembisa, Kempton Park, gehou onder Titellakte TL35902/89.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie:

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, alles onder 'n teëldak.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 10de dag van Mei 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RG/LN1792.)

Saak 1684/95

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

In die saak tussen **NBS Bank Beperk**, Eksekusieskuldeiser, en **Petrus Albertus Venter**, Eerste Eksekusieskuldenaar, en **Anna Maria Venter**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 7 Maart 1995 die hiernage-noemde eiendom op Donderdag, 8 Junie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te Baljukantore, Parkstraat 8, Kempton Park:

Erf Deel 15, soos getoon en meer volledig beskryf op Deelplan SS480/94, in die skema bekend as Oppimeer, ten opsigte van die grond en gebou of geboue geleë te Erf 2388, Van Riebeeckpark-uitbreiding 10-dorpsgebied, Plaaslike Bestuur: Stadsraad van Kempton Park, waarvan die vloeroppervlakte volgens die genoemde deelplan 112 (eenhonderd en twaalf) vierkante meter groot is; en

'n onderverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan, ook bekend as 22 Oppimeer Fase 1, Westuistraat 15, Van Riebeeckpark, Kempton Park, gehou onder Titellakte ST69630/94.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie:

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, twee slaapkamers, motorhuis, kombuis, alles onder 'n teëldak en omhein met betonmure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 10de dag van Mei 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RG/LN1790.)

Saak 1688/95

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

In die saak tussen **NBS Bank Beperk**, Eksekusieskuldeiser, en **Ntime Elias Madisha**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 23 Februarie 1995 die hiernage-noemde eiendom op Donderdag, 8 Junie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te Baljukantore, Parkstraat 8, Kempton Park:

Erf 4744 en 4745, Tembisa-uitbreiding 10-dorpsgebied, Registrasieafdeling IR, Transvaal. *Groot beide erwe is:* 122 vierkante meter, ook bekend as 4744 en 4745 Tembisa-uitbreiding 10, Tembisa, Kempton Park, gehou onder Titellakte Erf 4774, TL50793/93 en Erf 4745, TL50794/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie:

Verbeterings: Toilet, badkamer, eetkamer, twee slaapkamers, kombuis, alles onder 'n teëldak.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuld-eiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 10de dag van Mei 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RG/LN1767.)

Case 2368/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sonto Lina Nkosi**, First Defendant, **Joyce Nomusa Nkosi**, Second Defendant, and **Thembi Regina Dlamini**, Third Defendant

On 9 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 6971, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6971 Vosloorus Extension 9, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 5th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H4048.)

Case 2175/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bhekiziwe Patrick Khanye**, First Defendant, and **Beatrice Busisiwe Khanye**, Second Defendant

On 9 June 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 725, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 725 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 5th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04018.)

Case 559/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elsie Sophia Delport**, Defendant

On 9 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 2204, Sunward Park Extension 5, Registration Division IR, Transvaal, situated at 36 Explorer Way, Sunward Park Extension 5, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and family room and outbuildings comprising 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 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 5th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H02040.)

Case 2268/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nathaniel Adonisi**, First Defendant, and **Sizeni Margaret Adonisi**, Second Defendant

On 9 June 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 203, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 203 Vosloorus Extension 8, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable 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 5th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04024.)

Case 2176/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Isaac Kgoadi**, First Defendant, and **Ellen Kgoadi**, Second Defendant

On 9 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 6941, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6941 Vosloorus Extension 9, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 5th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04017.)

Case 2314/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Meshack Menoe**, Defendant

On 9 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 950, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 950 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 5th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04043.)

Case 2308/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Yvonne Sibongile Msiza**, Defendant

On 9 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 17508, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17508 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 centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

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

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

Dated at Boksburg on this the 5th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04053.)

Case 2452/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tumelo Samuel Thulo**, First Defendant, and **Tramokone Hilda Thulo**, Second Defendant

On 9 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 18352, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18352 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 5th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04065.)

Case 1748/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Amon Themba Twala**, First Defendant, and **Margaret Busisiwe Mlangeni**, Second Defendant

On 9 June 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 7146, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7146 Vosloorus Extension 9, Boksburg.

Improvements (not warranted to be correct): Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

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

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable 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 5th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03070.)

Case 406/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **ABSA Bank Limited** (86/04794/06) (United Bank Division), Plaintiff, and **Richard Velaphi Madi**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 13 February 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 23 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 779, Mabuya Park Township, situated on 779 Elukhantsweni Street, Mabuya Park, Vosloorus, in the Township of Mabuya Park, Vosloorus, District of Boksburg, measuring 273 (two hundred and seventy-three) square metres.

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

The conditions of sale:

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

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

Dated at Boksburg on this the 8th day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00446/Mrs Teixeira.)

Case 12669/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **ABSA Bank Limited** (86/04794/06) (United Bank Division), Plaintiff, and **Buti Johannes Mahlangu**, First Defendant, and **Perfidia Temba Mahlangu**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 January 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 23 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Lot 199, Mabuya Park Township, situated on 199 Makhwezane Street, Mabuya Park, Vosloorus, in the Township of Mabuya Park, Vosloorus, District of Boksburg, measuring 294 (two hundred and ninety-four) square metres.

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

The conditions of sale:

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

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

Dated at Boksburg on this the 8th day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00434/Mrs Teixeira.)

Case 12668/94

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

In the matter between **ABSA Bank Limited** (86/04794/06) (United Bank Division), Plaintiff, and **Sipho Maxwell Mabuza**, First Defendant, and **Florence Nellie Mabuza**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 February 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 23 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 214, Vosloorus Extension 3 Township, situated on 214 Vosloorus Extension 3, in the Township of Vosloorus Extension 3, District of Boksburg, measuring 418 (four hundred and eighteen) square metres.

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

The conditions of sale:

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

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

Dated at Boksburg on this the 8th day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00433/Mrs Teixeira.)

NOTICE OF SALES IN EXECUTION (KEMPTON PARK MAGISTRATE'S COURT AND SUPREME COURT OF SOUTH AFRICA – WITWATERSRAND LOCAL DIVISION)

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 8 June 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor.

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots.
2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.
4. Improvements as set out hereunder are not guaranteed.

The following properties are to be sold subject to the Magistrates' Courts Act, 1994:

Case Number: 2733/95.

Judgment Debtor/s: **Lukanyo Godlo** and **Funeka Rebecca Godlo**.

Property: Right of leasehold over Erf 1320, Tembisa Extension 4 Township, Registration Division JR, Transvaal, situated at Erf 1320 Tembisa Extension 4.

Improvements: Detached single storey brick built residence under tiled roof, comprising five rooms other than kitchen and bathroom, with outbuildings of a similar construction comprising garage.

Reference: MG0039.

Case Number: 2727/95.

Judgment Debtor/s: **Sipho Daniel Magamane**.

Property: Right of leasehold over 337 Teanong Township, Registration Division IR, Transvaal, situated at Erf 337 Teanong, Tembisa.

Improvements: Detached single storey brick built residence under iron roof, comprising three rooms other than kitchen, bathroom and toilet.

Reference: MM0790.

Case Number: 3505/95.

Judgment Debtor/s: **Phila Alvin Makhubela and Verona Faith Meyers.**

Property: Erf 335, Kempton Park West Township, Registration Division IR, Transvaal, situated at 21 Landery Curve, Kempton Park West.

Improvements: Detached single storey brick built residence under iron roof, comprising four rooms other than kitchen and bathroom, with outbuildings of a similar construction comprising garage, toilet and toolshed.

Reference: MM0814.

Case Number: 2729/95.

Judgment Debtor/s: **Mgwayi Maklele.**

Property: Right of leasehold over Erf 31, Jiyana Township, Registration Division IR, Transvaal, situated at Erf 31 Jiyana, Tembisa.

Improvements: Detached single storey brick built residence under asbestos roof, comprising three rooms other than kitchen, with outbuildings of a similar construction comprising garage and store-room.

Reference: MM0791.

Case Number: 6813/94.

Judgment Debtor/s: **Masetane Daniel Manyaka.**

Property: Right of leasehold over Erf 53, Tsenolong Township, Registration Division IR, Transvaal, situated at Erf 53, Tsenolong, Tembisa.

Improvements: Detached single storey brick built residence under asbestos roof, comprising three rooms other than kitchen and toilet.

Reference: MM0616.

Case Number: 2856/95.

Judgment Debtor/s: **Mpapi Pieter Maunatlala.**

Property: Right of leasehold over Erf 89, Motsu Township, Registration Division IR, Transvaal, situated at Erf 89, Motsu, Tembisa.

Improvements: Detached single storey brick built residence under tiled roof, comprising three rooms other than kitchen and bathroom, with outbuildings of a similar construction comprising garage and three store-rooms.

Reference: MM0804.

Case Number: 2815/95.

Judgment Debtor/s: **Matsela Johannes Mvulane.**

Property: Right of leasehold over Erf 458, Ecaleni Township, Registration Division IR, Transvaal, situated at Erf 458, Ecaleni, Tembisa.

Improvements: Detached single storey brick built residence under iron roof, comprising three rooms other than kitchen, with outbuildings of a similar construction comprising garage, two store-rooms and toilet.

Reference: MM0800.

Case Number: 3025/95.

Judgment Debtor/s: **Nhlanhla Lucky Nyilongo.**

Property: Right of leasehold over Erf 103, Emkatini Township, Registration Division IR, Transvaal, situated at Erf 103, Emkatini, Tembisa.

Improvements: Detached single storey brick built residence under tiled roof, comprising five rooms other than kitchen and bathroom, with outbuildings of a similar construction comprising garage.

Reference: MN0239.

Case Number: 2814/95.

Judgment Debtor/s: **Winston Utukile Semenya.**

Property: Right of leasehold over Erf 369, Lifateng, Registration Division IR, Transvaal, situated at Erf 369, Lifateng, Tembisa.

Improvements: Detached single storey brick built residence under asbestos roof, comprising three rooms other than kitchen and toilet.

Reference: MS0154.

The following properties are to be sold subject to the Supreme Courts Act, No. 59 of 1959:

Case Number: 3703/95.

Judgment Debtor/s: **Nikolaos Stypas.**

Property:

(a) Section 2, as shown and more fully described on Sectional Plan SS186/93, in the scheme known as Norkem Villas, in respect of the land and building or buildings situated at Norkem Park Extension 1 Township, North East Rand Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 126 (one hundred and twenty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Unit 2, Norkem Villas, Mooirivier Street, Norkem Park Extension 1, Kempton Park.

Improvements: Detached single storey brick built residence under tiled roof, comprising five rooms other than kitchen and two bathrooms, with outbuildings of a similar construction comprising two garages and servants' quarters.

Reference: MS0139.

Case Number: 3701/95.

Judgment Debtor/s: Nikolaos Stypas.

Property:

(a) Section 3, as shown and more fully described on Sectional Plan SS186/93, in the scheme known as Norkem Villas, in respect of the land and building or buildings situated at Norkem Park Extension 1 Township, North East Rand Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 86 (eighty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Unit 3, Norkem Villas, Mooirivier Street, Norkem Park Extension 1, Kempton Park.

Improvements: Detached single storey brick built residence under tiled roof, comprising three rooms other than kitchen and bathroom, with outbuildings of a similar construction comprising garage and carport.

Reference: MS0140.

Case Number: 3702/95.

Judgment Debtor/s: Nikolaos Stypas.

Property:

(a) Section 5 as shown and more fully described on Sectional Plan SS186/93, in the scheme known as Norkem Villas, in respect of the land and building or buildings situated at Norkem Park Extension 1 Township, North East Rand Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 87 (eighty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Unit 5, Norkem Villas, Mooirivier Street, Norkem Park Extension 1, Kempton Park.

Improvements: Semi-detached single storey brick built residence under tiled roof, comprising three rooms other than kitchen and bathroom, with outbuildings of a similar construction comprising garage, carport, swimming-pool and servants' quarters.

Reference: MS0141.

Case Number: 3698/95.

Judgment Debtor/s: Nikolaos Stypas.

Property:

(a) Section 10 as shown and more fully described on Sectional Plan SS186/93, in the scheme known as Norkem Villas, in respect of the land and building or buildings situated at Norkem Park Extension 1 Township, North East Rand Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 87 (eighty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Unit 10, Norkem Villas, Mooirivier Street, Norkem Park Extension 1, Kempton Park.

Improvements: Detached single storey brick built residence under tiled roof, comprising three rooms, other than kitchen and bathroom, with outbuildings of a similar construction comprising garage and carport.

Reference: MS0142.

Case Number: 3699/95.

Judgment Debtor/s: Nikolaos Stypas.

Property:

(a) Section 21 as shown and more fully described on Sectional Plan SS186/93, in the scheme known as Norkem Villas, in respect of the land and building or buildings situated at Norkem Park Extension 1 Township, North East Rand Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 86 (eighty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Unit 21, Norkem Villas, Mooirivier Street, Norkem Park Extension 1, Kempton Park.

Improvements: Detached single storey brick built residence under tiled roof, comprising three rooms other than kitchen and bathroom, with outbuildings of a similar construction comprising garage and carport.

Reference: MS0143.

Case Number: 3700/95.*Judgment Debtor/s:* **Nikolaos Stypas.***Property:*

(a) Section 24 as shown and more fully described on Sectional Plan SS186/93, in the scheme known as Norkem Villas, in respect of the land and building or buildings situated at Norkem Park Extension 1 Township, North East Rand Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 87 (eighty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Unit 2, Norkem Villas, Mooirivier Street, Norkem Park Extension 1, Kempton Park.

Improvements: Detached single storey brick built residence under tiled roof, comprising three rooms other than kitchen and bathroom, with outbuildings of a similar construction comprising garage and carport.

Reference: MS0144.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston.

For further details contact Miss Kent, Tel. (011) 825-1015.

**Case 5544/95
PH 104**

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Rangwanasha, Zakiah Mabotsa**,
First Execution Debtor, and **Mafora, Linda**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 15 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 3062, situated in the Township of Protea Glen Extension 2, Registration Division IQ, Transvaal, being 3062, Protea Glen Extension 2, Johannesburg, measuring 276 (two hundred and seventy-six) square metres.

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

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

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

Dated at Johannesburg this 8th day of May 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.248.)

Saak 8332/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Andre van Zyl**, Eerste Verweerder, en **Brechtje Venter**,
Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 26 Januarie 1995, sal die verweerdere se volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 23 Junie om 10:00, by die Landdroshof Vanderbijlpark, te wete:

Erf 192, Vanderbijlpark South East 7-dorpsgebied Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 1 145 (eenduisend eenhonderd vyf-en-veertig) vierkante meter.

Verbeterings wat nie gewaarborg word nie en nie hiermee voorgedoen word korrek is nie.

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 verbandhouders en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark hierdie 4de dag van Mei 1995.

J. M. Pieterse, vir Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A2544/J. M. Pieterse/Mev. Harmse.)

Saak 559/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bepers** handelende as Allied Bank, Eiser, en **Adriaan Jacobus Theodorus Prinsloo**, Eerste Verweerder, en **Amanda Prinsloo**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander, en lasbrief vir eksekusie gedateer 7 April 1995, sal die eiendom hieronder genoem verkoop word in eksekusie op 7 Junie 1995 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n half badkamer, twee toilette, motorhuis, betonomheining.

Eiendom: Erf 2875, Secunda-uitbreiding 6, Registrasieafdeling IS, Transvaal, groot 744 (sewehonderd vier-en-veertig) vierkante meter, gehou kragtens Akte van Transport T72715/90, geleë te Anton van Wouwstraat 7, Secunda.

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

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

Gedateer te Secunda op 8 Mei 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdiening, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.993.)

Saak 963/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Bepers** handeldrywend as United Bank, Eksekusieskuldeiser, en **M. L. D. C. Goncalves**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 20 Maart 1995 toegestaan is, op 9 Junie 1995 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroshof, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere 3085, geleë in die dorpsgebied Witbank-uitbreiding 16, Registrasieafdeling JS, Transvaal, groot 1 548 (een vyf vier agt) vierkante meter, gehou kragtens Akte van Transport 17162/84.

Straatadres: Jacobsaan 8, Witbank-uitbreiding 16.

Die eiendom is as volg verbeter (nie gewaarborg).

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 4de dag van Mei 1995.

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

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 7 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Portion 197 of Erf 15049, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 247 (two hundred and forty-seven) square metres, situated at 4394 Utthanong Street, Kagiso Township.

The following information is furnished in respect of the improvements (though in this respect nothing is guaranteed): Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 28th day of April 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. M29382/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mathlabe, Nkele Joyce**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 7 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 6637, Kagiso Township, Registration Division IQ, Transvaal, measuring 343 (three hundred and forty-three) square metres, situated at Erf 6637, Kagiso Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 25th day of April 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. M29413/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Williams, Anna Constance**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 7 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8724, Kagiso Township, Registration Division IQ, Transvaal, measuring 867 (eight hundred and sixty-seven) square metres, situated at Erf 8724 Kagiso Township.

The following information is furnished in respect of the improvements (though in this respect nothing is guaranteed): Dwelling under tiled roof, two lounges, bar family room, dining-room, study, kitchen, four bedrooms, toilet and laundry. Outbuilding: Two garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 25th day of April 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. W29813/PC.)

Case 07464/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hlatshwayo, Butana Jeremiah**, First Defendant, and **Busisiwe Elerine Dingiso**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff Midrand, Lochner Park, Block D, First Floor, corner of Richard Drive and Suttie Street, Halfway House, on 7 June 1995 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 259, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 195 (one hundred and ninety five) square metres, situated at Erf 259, Alexandra East Bank Township.

The following information is furnished in respect of the improvements (though in this respect nothing is guaranteed): Dwelling under tiled roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 28th day of April 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. H20451/PC.)

Case 28600/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Harmen Enver Allie**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Portion 3 and 4 of Erf 284, Mid Ennerdale Township, Registration Division IQ, Transvaal, each measuring 496 (four hundred and ninety-six) square metres, situated at 29 Cupido Street, Ennerdale Township.

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

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

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

Signed at Johannesburg on this the 4th day of May 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. H28941/PC); c/o N. C. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 5024/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jansen Andrew David**, First Defendant, and **Jansen Leah**, 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 offices of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 631, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, measuring 325 (three hundred and twenty-five) square metres, situated at 25 Apollo Crescent, Ennerdale Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, kitchen and three bedrooms. *Outbuilding*: Carport.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 28th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg.

Case 16206/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngoma Luyanda Petros**, Defendant

In execution of 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's Offices, 50 Edwards Avenue, Westonaria, on 9 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, prior to the sale:

Erf 3202, Bekkersdal Township, Registration Division IQ, Transvaal, measuring 420 (four hundred and twenty) square metres, situated at 3202 Mosidi Avenue, Bekkersdal Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 28th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N27679/PC.)

Case 29981/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Padayachee Thavarasan**, First Defendant, and **Padayachee Gonasoundrey**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 50 Edwards Avenue, Westonaria, on 9 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 1576, Lenasia South Township, Registration Division IQ, Transvaal, measuring 616 (six hundred and sixteen) square metres, situated at 1576 Azalea and Lotus Streets, Lenasia South Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tile roof, lounge, family room, study room, dining-room, kitchen, three bedrooms and two bathrooms. *Outbuildings*: Two garages.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. P18492/PC.)

Case 7108/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Andries Stockenström Cilliers**, First Defendant, and **Belinda Johanna Cilliers**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 5 December 1994, the property listed hereunder will be sold in execution on Friday, 9 June 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 710, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, known as 37 Gardiner Avenue, Brakpan.

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

Main building: Semi face bricks under tiles residence comprising lounge, dining-room, three bedrooms, bathroom and kitchen. *Outbuildings*: Double garage and housekeepers room. *Fencing*: Pre-cast. *Zoned*: Residential.

The material conditions of public auction:

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

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

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

Case 11318/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Mohube Philip Komane**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 27 March 1995, the property listed hereunder will be sold in execution on Friday, 9 June 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18556, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as 18556 Cebekhulu Street, Tsakane Extension 8, Brakpan.

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

Main building: Semi face bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen. *Fencing*: Diamond mesh. *Zoned*: Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per centum) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank-guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 16% (sixteen per centum) per annum on all Preferent Creditors' claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

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

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

Case 10669/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Azon Impi Ndaba**, First Defendant, and **Nolwandle Faith Ndaba**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 27 March 1995, the property listed hereunder will be sold in execution on Friday, 9 June 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 18580, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as Erf 18580, Tsakane Extension 8, Brakpan.

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

Main building: Stone under tiles residence comprising lounge, dining-room, two bedrooms, bathroom and kitchen. *Zoned:* Residential.

The material conditions of public auction:

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

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

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

Saak 272/94

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE NABOOMSPRUIT

In die saak tussen **Stadsraad van Naboomspruit**, Eiser, en **J. H. Bezuidenhout**, Verweerder

Ten uitvoerlegging van 'n vonnis van die Landdroshof van Naboomspruit, toegestaan op 26 Julie 1994 en 'n lasbrief vir eksekusie in opvolging daarvan, sal die ondergemelde goedere in eksekusie verkoop word te die Landdroskantore, Vyfde Straat, Naboomspruit, op Donderdag, 8 Junie 1995 om 10:00, aan die hoogste bieder, naamlik:

Eiendom: Erf 98, geleë in die dorp Naboomspruit, Registrasieafdeling KR, Transvaal, groot 1 983 vierkante meter, ook bekend as Tweede Straat 3, Naboomspruit, in die Nywerheidsgebied Naboomspruit met sonering Nywerheid 1. Die erf is onverbeterd en voorgename kopers moet hulself vergewis van die regte wat aan die erf kleef.

Terme: 10% (tien persent) deposito is betaalbaar in kontant of by wyse van bankgewaarborgde tjeks op toeslaan van die bod en die volle balans plus rente (soos in die verkoopvoorwaardes uiteengesit) moet verseker word deur 'n bank- of bougenootskapwaarborg tot die bevrediging van die Balju en die Eiser se aktebesorgers binne 14 (veertien) dae vanaf datum van verkoping.

Volledige besonderhede van die verkoopvoorwaardes, wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantoor van die Balju van die Landdroshof, en kan ter eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Naboomspruit op hede die 4de dag van Mei 1994.

Anelia Dodd, vir Theron Wessels & Vennote Ing., Eiser se Prokureur, Louis Trichardtlaan, Naboomspruit, 0560. [Tel. (014) 743-1171/2/3.] (Verw. mev. Dodd/C03649.)

Saak 17324/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Marble Hall Lewende Hawe BK**, Verweerder

'n Verkoping word gehou deur Balju, Groblersdal, Landdroskantoor, Tauteslaan, Groblersdal, op 7 Junie 1995 om 10:00, van:

Gedeelte 556, van die plaas Loskop-Noord 12, Registrasieafdeling JS, Transvaal, groot 43,3630 hektaar, gehou kragtens Akte van Transport T1300/91.

Daar is geen verbeterings op die eiendom nie.

Besigtig voorwaardes by Balju, Groblersdal [Tel. (01202) 3101.]

J. H. de Villiers, vir Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. De Villiers/hs.)

Saak 13917/89

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Maria Anna Aucamp**, Eiseres, en **Hendrik Jacobus Aucamp**, Verweerder

Geliewe hiermee kennis te neem dat die onderstaande vaste eiendom per publieke veiling verkoop sal word op Vrydag, 9 Junie 1995 om 14:15, te Landdroshofgebou, hoek van Sutherland en Pollodistraat, Randfontein, onderhewig aan die verkoopvoorwaardes wat ter insae lê by die kantoor van die Balju van die Hooggeregshof, J. Myburgh, Parkstraat 40, Randfontein. [Tel. (011) 693-3774.]

Die eiendom is sekere Erf 489, in die dorp Randfontein, Registrasieafdeling IQ, Transvaal, geleë te Stasiestraat 27, Randfontein, groot 793 (sewe nege drie) vierkante meter, gehou deur Hendrik Jacobus Aucamp kragtens Akte van Transport T11274/93.

Die eiendom bestaan uit die volgende: Sit- eetkamer gekombineer, drie slaapkamers, kombuis, spens, badkamer, toilet, enkel garage, bediendekamer en buite toilet. Die eiendom is omhein met "prefab" mure.

Geteken te Pretoria op hierdie 10de dag van Mei 1995.

Shapiro & De Meyer Ing., Prokureurs vir Eiseres, Shapirogebou, Bureaulaan, Pretoria. (Verw. L. Shapiro/mev. Van Olst/ HO.)

Case 00965/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Carstens, Alwyn Louis**, 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, Randburg, at 9 Elna Rand Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, on Tuesday, 6 June 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 380, Fontainebleau Township, Registration Division IQ, Transvaal, situation 101 Annie Street, Fontainebleau, area 1 784 (one thousand seven hundred and eighty-four) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, three other rooms and three garages.

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

Dated at Johannesburg on this the 21st day of April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. PD5E/mgh/tf.)

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston South on 12 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston South, Du Pesanle Building, 72 Joubert Street, Germiston, prior to the sale:

Certain: Erf 665, situated in the Township of Albemarle Extension 2, Registration Division IR, Transvaal; being 4 Frazer Street, Albemarle Extension 2, Germiston, measuring 1 117 (one thousand one hundred and seventeen) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, study, laundry, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room and toilet.

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

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

Dated at Johannesburg this 9th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.343.)

Case 67111/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Hendrik Grobler**, First Defendant, and **Johannes Hendrik Grobler Senior**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday 7 June 1995 at 10:00:

(a) Unit 29, as shown on Sectional Plan SS202/82 in the building Malonica, measuring 72 (seventy-two) square metres; and

(b) an undivided share in the common property in the land and building or buildings held under Certificate of Registered Sectional Title ST202/82 (29) (Unit) dated 21 October 1982, known as Flat 111, Malonica Flats, 477 Pretoria Road, Silverton.

Particulares are not guaranteed: *Flat:* Entrance hall, lounge, dining-room, kitchen, bedroom, bathroom and carport. *Flat:* Entrance hall.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-41974/JAA/M Oliphant.)

Saak 7918/94

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

In die saak tussen **Nywerheid Ontwikkelingskorporasie van SA Beperk**, Eiser, **Da Gama Essential Oil (Edms.) Beperk**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 10:00 op Woensdag, 7 Junie 1995 by die plaas Latwai, distrik Witrivier, deur die Balju van Witrivier, per openbare veiling verkoop sal word:

Die voormelde onroerende eiendom is:

Gedeelte 1 van die plaas Witrivier, Forest Reserve 188, Registrasieafdeling JT, Transvaal, gehou kragtens Akte van Transport T70319/90.

Verbeterings: 'n Woonhuis met die gebruiklike buitegeboue.

Terme: Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprijs, in kontant op die dag van die verkoping, 7 Junie 1995 te betaal. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat deur die eiser se prokureurs verstrek moet word binne 14 (veertien) dae na die verkoping en soos meer volledig blyk uit die voorwaardes van die verkoping wat nagegaan kan word by die kantore van die Balju te Witrivier, gedurende kantoorure te die plaas Latwai, distrik Witrivier.

Voorwaardes: Die bovermelde eiendom sal verkoop word aan die hoogste bieder en onderhewig aan die voorwaardes gemeld in die Akte van Transport.

Die voorwaardes van verkoping sal uitgelees word deur die afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word te die kantore van die Balju.

Geteken te Pretoria op hede hierdie 8ste dag van Mei 1995.

Ross & Jacobsz, Prokureurs vir Eiser, Tweede Verdieping, R & J-gebou, Kerkstraat 421, Arcadia. (Tel. 322-7007.) (Verw. LE/131/94 - M 606.)

Saak 13747/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywend as United Bank, Eksekusieskuldeiser, **Kuli Albert Dube**, Eerste Eksekusieskuldenaar, en **Lindelwa Patience Dube**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 31 Januarie 1995, die hiernagenoemde eiendom op Donderdag, 8 Junie 1995 om 10:00 by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf alle reg, titel en belang in die huurpag ten gunste van die Erf 197, Leboeng-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 255 vierkante meter, ook bekend as 197 Leboeng, Tembisa, Kempton Park, gehou kragtens Akte van Transport T53759/90.

Eiser beskrywe die verbeterings op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie:

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, twee buitekamers, alles onder 'n teëldak.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 11de dag van Mei 1995.

M. M. Cowley, Jacobs Burger & Moodie, Myrtle-gebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1671.)

Saak 282/95

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

In die saak tussen **ABSA Bank Beperk**, handeldrywend as United Bank, Eksekusieskuldeiser, **Kallie Reynecke**, Eerste Eksekusieskuldenaar, en **Wesselina Beatrix Reynecke**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 24 Januarie 1995, die hiernagenoemde eiendom op Donderdag, 8 Junie 1995 om 10:00 by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 1867, Birch Acres-uitbreiding 6-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 000 vierkante meter, ook bekend as Kwartelweg 212, Birch Acres-uitbreiding 6, Kempton Park, gehou onder Akte van Transport T13013/94.

Eiser beskrywe die verbeterings op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie:

Verbeterings: Sitkamer, eetkamer, familie/TV-kamer, bar, kombuis, opwasplek, drie slaapkamers, twee badkamers met toilet, dubbele motorhuis, bedienekamer met toilet, oprit, alles onder 'n teëldak en omhein met betonmure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 11de dag van Mei 1995.

M. M. Cowley, Jacobs Burger & Moodie, Myrtle-gebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1752.)

Case 2505/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndlaleni Maria Dlamini**, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Tonga, on 2 June 1995 at 10:00:

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

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

Property: Ownership Unit 1445, in the Township of Kamhlushwa, District of Nkomazi, measuring 900 square metres, held by virtue of Deed of Grant 795/92.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2253.)

Case 25582/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Valentino Martin Peter Lovric**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff Pretoria East, 142 Struben Street, on 21 June 1995 at 10:00.

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

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

Property: Erf 436, situated in the Township of Meyerspark, Registration Division JR, Transvaal, measuring 1 586 square metres, held by virtue of Deed of Transfer T26747/89, also known as 237 Carinus Street, Meyerspark.

Improvements: Four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, two studies, jacuzzi and three garages.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1111.)

Case 25392/94

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

In the matter between **Federated Timbers (Pty) Limited**, trading as W F Johnstone Boards and Doors, Plaintiff, and **Schalk Willem van Niekerk**, Defendant

A sale in execution of the undermentioned property is to be held at the office of Sheriff, Springs, 56 12th Street, Springs, on Friday, 23 June 1995 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 56 12th Street, Springs, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 148, Daggafontein Township, Registration Division IR, Transvaal, measuring 1 417 square metres, held by Deed of Transfer T5996/1981.

Improvements: Revamped mine house with corrugated iron roof and burglar proofing, neat garden with two garages and carport.

Known as 12 Tiptol Street, Daggafontein.

Dated at Pretoria on this the 8th day of May 1995.

Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) [Ref. Mr Stupel/ML VS 7023 (BB).]

Case 4719/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gilbert Benny Makuwa**, First Defendant, and **Mavis Makuwa**, Second Defendant

Notice is hereby given that on 9 June 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 23 March 1995, namely:

Certain Erf 18283, Tsakane Extension 8, Registration Division IR, Transvaal, situated at 18283 Tsakane Extension 8, Brakpan.

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.

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

Dated at Boksburg on this the 9th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03043.)

Case 5907/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Justice Sibusiso Landela**, Defendant

Notice is hereby given that on 9 June 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 28 March 1995, namely:

Certain Erf 18460, Tsakane Extension 8, Registration Division IR, Transvaal, situated at 18460 Tsakane Extension 8, Brakpan.

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.

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

Dated at Boksburg on this the 9th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03065.)

Case 00707/94

PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Shanwood Investments CC**, First Defendant, and **Mussett, Jack Ernest Arthur**, 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 hereunder will be sold on 6 June 1995 at 10:00, at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Randburg, to the highest bidder:

Section 31, as shown and more fully described on Sectional Plan SS731/92 in the scheme known as Shanwood Lake, in respect of land and building and buildings, situated at President Ridge Extension 6 Township, Local Authority Randburg Town Council, of which section the floor area, according to the said section plan is 100 (one hundred) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section plan held under Deed of Transfer ST36824/93, situated at Flat 4, Shanwood Lake, Main Avenue, President Ridge Extension 6, Randburg.

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

Improvements: Lounge/dining-room, kitchen, two bedrooms, bathroom, shower, w.c., pool, garden and parking.

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, Randburg.

Dated at Johannesburg on this the 12th day of April 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.)

Saak 1000/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG TVL GEHOU TE HEIDELBERG TVL

In die saak tussen **R. A. Jablowski**, Eiser, en **P. G. van Staden**, Verweerder

Geliewe kennis te neem dat ter uitvoering van 'n vonnis in die Landdroshof vir die distrik Heidelberg, Transvaal en 'n lasbrief vir eksekusie tot geregtelike verkoping uitgereik, sal die ondervermelde eiendom op 8 Mei 1995 om 10:00, by Lochstraat 51, Meyerton, aan die hoogste bieder geregtelik verkoop word:

Hoewe 236, Ophir-uitbreiding 1, Landbouhoewe Meyerton.

Verbeteringe: Onverbeterde eiendom.

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

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

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

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

Gedateer te Heidelberg Tvl op hede die 3de dag van Mei 1995.

Liebenberg & Malan Ing., Ueckermannstraat 20, Posbus 136, Docex 2, Heidelberg Tvl. [Tel. (0151) 4-164.]

Case 8930/93

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

In the matter between **Standard Bank**, Plaintiff, and **A. P. Duvenage**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 18 October 1994, and subsequent warrant of execution the following property will be sold in execution on 30 June 1995 at 15:00, at the Sheriff's Office, 66 Fourth Street, Springs, namely:

Erf 143, Casseldale Township, measuring 1 115 square metres, Registration IR, Transvaal, also known as 30 Van Graan Road, Casseldale.

Description of the property: Iron roof, plastered walls, three bedrooms, kitchen, lounge, dining-room, bathroom and garage.

Terms: The purchaser shall pay to the Sheriff 10% (ten per centum) of the purchase price of the property on the date of the sale. The purchaser shall pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand). Within 14 days of the date of the sale the purchaser must deliver an acceptable bank guarantee for payment of the balance of the purchase price on registration of the property in his/her name. The purchaser shall be liable to pay interest at a rate of 20,25% (twenty comma two five per centum) per annum from date of sale to date of transfer of the property to the secured creditor, namely Standard Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the offices of the Sheriff of the Court.

Dated at Springs on this the 3rd day of May 1995.

H. F. Delport, for Ivan Davies Heunissen, IDT Building, P.O. Box 16, Docex 6, Springs. (Ref. Mr Ashton/NK/D06194.)

Case 5857/94

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

In the matter between **First National Bank**, Plaintiff, and **S. A. Burls**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 27 September 1994 and subsequent warrant of execution, the following property will be sold in execution on 30 June 1995 at 15:00, at the Sheriff's Office, 66 Fourth Street, Springs, namely:

Erf and township: Erf 87, Pollak Park Extension 2 Township, measuring 1 469 square metres, Registration Division IR, Transvaal, also known as 6 Nestor Road, Pollak Park.

Description of the property: Brick building, tiled roof, four bedrooms, lounge, dining-room, kitchen, two bathrooms, study, garage and outside toilet.

Terms: The purchaser shall pay to the Sheriff 10% (ten per centum) of the purchase price of the property on the date of the sale. The purchaser shall pay 5% (five per centum) auctioneer charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand). Within 14 days of the date of the sale the purchaser must deliver an acceptable bank guarantee for payment of the balance of the purchase price on registration of the property in his/her name. The purchaser shall be liable to pay interest at a rate of 16% (sixteen per centum) per annum from date of sale to date of transfer of the property to the secured creditor, namely First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the offices of the Sheriff of the Court.

Dated at Springs on this the 3rd day of May 1995.

H. F. Delport, for Ivan Davies Theunissen, IDT Building, P.O. Box 16, Docex 6, Springs. (Ref. Mr Ashton/NK/DN0774.)

Saak 10676/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

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

Ingevolge vonnis van die Landdros van Alberton, distrik Alberton, en lasbrief vir geregtelike verkoping gedateer 30 Augustus 1994, sal die ondervermelde eiendom op Woensdag, 31 Mei 1995 om 10:00, by die kantore van die Balju van die Landdroshof, Johriahof, Du Plessisweg 4, Florentia, Alberton, aan die hoogste bieder verkoop word:

Sekere Erf 9479, Tokoza-uitbreiding 2, in die dorpsgebied Tokoza, Alberton, Registrasieafdeling IR, Transvaal, groot 380 (driehonderd en tagtig) vierkante meter, geleë te 9479 Tokoza-uitbreiding 2.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: Enkelverdieping stene en pleister gebou met teëldak, twee slaapkamers, badkamer, toilet, sitkamer en kombuis.

Voorwaardes van verkoping: Die koopprys sal betaalbaar wees teen 10% (tien persent) as deposito en die balans van die koopsom op transport.

Die volle voorwaardes van verkoping, wat uitgelees sal word direk voor die verkoping, sal ter insae lê by die kantoor van die Balju van die Landdroshof, vir die distrik Alberton, Johriahof, Du Plessisweg 4, Alberton. 'n Banklening kan vooraf gereël word vir 'n goedgekeurde koper.

Gedateer te Alberton op hede die 25ste dag van April 1995.

J. A. Groenewald, vir Wright, Rose-Innes, St Columbweg 3, New Redruth, Alberton. (Tel. 869-8448/9.) (Verw. mnr. Groenewald/as.)

Saak 82159/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Hendrik Christiaan Byleveld**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 8 Junie 1995 om 10:00, van:

Gedeelte 4 van Erf 193, geleë in die dorp Claremont (Pretoria), Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T64623/87, beter bekend as Pretoriastraatstraat 881, Claremont.

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

Verbeterings: 'n Baksteenwoonhuis met sinkdak, volvloermatte en vinielteëlvloere, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamers. *Buitegeboue:* Enkelmotorhuis, twee motorafdakke, bediendekamer en toilet.

Besigtig voorwaardes by Balju Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

W. H. Kriel, vir Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mej. Kriel/avg.)

Saak 12701/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Ivan Henry Damster**, Eerste Verweerder, en **Anna Sophia Damster**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 7 Junie 1995 om 10:00, van:

Gedeelte 36 ('n gedeelte van Gedeelte 15) van die plaas Hennopsrivier 489, Registrasieafdeling JQ, Transvaal, groot 7 266 vierkante meter, gehou kragtens Akte van Transport T48352/89, beter bekend as Plot 36, Hennopsmeer.

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

Verbeterings: 'n Baksteenwoonhuis met grasdak en volvloermatte, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met bad, toilet en stort. *Buitegeboue:* Stoorkamer.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

W. H. Kriel, vir Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mej. Kriel/avg.)

Case 3897/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sempe Joseph Moitse**, First Defendant, and **Christinah Manaledi Moitse**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, in front of the Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, on 9 June 1995 at 10:00, of the following property:

Erf 6771, Boitekong Extension 3 Township, Registration Division JQ, Transvaal, measuring 260 square metres, held by the Defendants under Certificate of Ownership TE38034/1994.

This property is situated at Stand 6771, Boitekong Extension 3, Rustenburg.

The property is improved as follows: Three bedrooms, kitchen, bathroom/toilet and lounge. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

Dated at Pretoria on this the 12th day of May 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr A. S. McCreath/ef.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Boiki Johannes Mosiane**, First Defendant, and **Dikeledi Anna Mosiane**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, in front of the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, on 9 June 1995 at 10:30, of the following property:

Erf 6782, Boitekong Extension 3 Township, Registration Division JQ, Transvaal, measuring 280 square metres, held by the Defendants under Certificate of Ownership TE33078/1994.

This property is situated at Stand 6782, Boitekong Extension 3, Rustenburg.

The property is improved as follows: Three bedrooms, kitchen, separate toilet, bathroom and lounge. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

Dated at Pretoria on this the 12th day of May 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr A. S. McCreath/ef.)

Case 3731/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moremi Luka Daniel Ramothibe**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, in front of the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, on 9 June 1995 at 10:30, of the following property:

Erf 6801, Boitekong Extension 3 Township, Registration Division JQ, Transvaal, measuring 296 square metres, held by the Defendants under Certificate of Ownership TE41600/1994.

This property is situated at Stand 6801, Boitekong Extension 3, Rustenburg.

The property is improved as follows: Three bedrooms, kitchen, separate toilet, bathroom/toilet and lounge. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

Dated at Pretoria on this the 12th day of May 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr A. S. McCreath/ef.)

Saak 622/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **M. S. Booyesen**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 18 Julie 1994 en 'n lasbrief vir eksekusie gedateer 30 Augustus 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni te Landdroshof, Harpurlaan, Benoni, op Woensdag, 14 Junie 1995 om 11:00:

Hoewe 52, Benoni-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,0235 (twee komma nul twee drie vyf) vierkante meter, gehou kragtens Akte van Transport T2732/1989, geleë te Hoewe 52, Benoni-landbouhoewes.

Die eiendom bestaan uit die volgende, alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, drie slaapkamers, eetkamer, drie badkamers en melamine kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Benoni, Liverpool Park 12, Liverpoolweg, Benoni-Suid.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni op die 8ste dag van Mei 1995.

Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Worburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/MH/AT1122.)

Saak 5744/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eksekusieskuleiser, en **A. G. van Deventer**, Eerste Eksekusieskuldenaar, en **mev. A. R. van Deventer**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 22 November 1994 en 'n lasbrief vir eksekusie gedateer, 11 Januarie 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 14 Junie 1995 om 11:00:

Hoewe 158, Marister-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,5726 (twee komma vyf sewe twee ses) hektaar, gehou kragtens Akte van Transport T80886/1989.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee kan word nie: 'n Leë hoewe.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof Benoni, Liverpool Park 12, Liverpoolweg, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet No. 32 van 1933, soos gewysig, aan die hoogste bieder verkoop.

3. *Koopprijs is soos volg betaalbaar:*

3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni op 11 Mei 1995.

Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/AM/CC2844.)

Saak 5427/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eksekusieskuleiser, en **Hana Cassim & Son BK**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 4 November 1994 en 'n lasbrief vir eksekusie gedateer, 23 November 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 14 Junie 1995 om 11:00:

Erf 437, Actonville-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Pillaystraat 437, Actonville, Benoni, groot 241 vierkante meter, gehou kragtens Akte van Transport T34022/1988.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee kan word nie: 'n Winkelgebou bestaande uit drie kantore aan die agterkant en twee winkels aan die voorkant.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof Benoni, Liverpool Park 12, Liverpoolweg, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet No. 32 van 1933, soos gewysig, aan die hoogste bieder verkoop.

3. *Koopprijs is soos volg betaalbaar:*

3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni op 11 Mei 1995.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/AM/CC2640.)

Saak 1118/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **NBS Bank Beperk**, Eksekusieskuldeiser, en **Smartryk Joseph Kruger**, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 1 Maart 1995 toegestaan is, op 2 Junie 1995 om 10:00, te die Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 112, geleë in die dorpsgebied Jackaroo Park, Witbank, groot 1 532 (eenduisend vyfhonderd twee-en-dertig) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T70882/91, straatadres, Eileenstraat 28, Jackaroo Park, Witbank.

Die eiendom is as volg verbeter: Woonhuis met buitegeboue.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 10de dag van Mei 1995.

J. van Rensburg, vir Van Rensburg Kruger, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Northey Forum, hoek van Northeystraat en Haiglaan, Posbus 5, Witbank.

Case 3011/95
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 **Nkabinde, Moshoeshe Elias**, Defendant

In execution of 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, 15 June 1995 at 10:00 of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg West, Second Floor, 32 Von Brandis Street, Johannesburg:

Site 669, Senaoane in the Township of Senaoane, Registration Division IQ, Transvaal, measuring 260 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL13006/1989, being Erf 669, Umngeni Road, Senaoane, Soweto.

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

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

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

Dated at Johannesburg this 24th day of April 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. Z01352/Mr Livingstone/le.)

Case 4918/95
PH 630

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Afri Corporation Investment Unit 31 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 131 Marshall Street, Johannesburg, on Thursday, 15 June 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 South, at 100 Sheffield Street, Turffontein:

Erf 1001, Turffontein, in the Township of Turffontein, Registration Division IR, Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer T35225/1993, being 141 Kennedy Street, Turffontein.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/shower/w.c., kitchen, separate w.c./shower, garage, w.c. and two utility rooms.

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 21st day of April 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. (DX 589 Johannesburg.) [Tel. (011) 484-2828.] [Fax. (011) 383-7548.] (Ref. Z01379/Mr Georgiades/le.)

Case 4917/95
PH 630

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and
Afri Corporation Investment Unit 21 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 131 Marshall Street, Johannesburg, on Thursday, 15 June 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 South, at 100 Sheffield Street, Turffontein:

Erf 457, Forest Hill, in the Townships of Forest Hill, Registration Division IR, Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer T42213/1993, being 51 Rheeder Street, Forest Hill.

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

The dwelling consists of three bedrooms, bathroom/w.c., garage, bathroom, servant's room, two store-rooms, w.c. and w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 21st day of April 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. (DX 589 Johannesburg.) [Tel. (011) 484-2828.] [Fax. (011) 383-7548.] (Ref. Z01378/Mr Georgiades/le.)

Case 3694/95
PH 630

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and
Da Costa, Antonio Fernando Rodrigues Mendes, First Defendant, and **Da Costa, Maria Teresa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 15 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 234, Rewlatch Extension 3, in the Township of Rewlatch Extension 3, Registration Division IR, Transvaal, measuring 696 m², held by the Defendants under Deed of Transfer T3644/1994, being 25 Impala Road, Rewlatch, Johannesburg.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, separate w.c./shower, kitchen, garage, staffroom and w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 20th day of April 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. (DX 589 Johannesburg.) [Tel. (011) 484-2828.] [Fax. (011) 383-7548.] (Ref. Z01355/Mr Georgiades/le.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Douglas, Gilbert John Victor**, First Defendant, and **Douglas, Annemarie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 2129, Albertsdal Extension 8 Township, in the Township of Albertsdal Extension 8, Registration Division IR, Transvaal, measuring 928 m², held by the Defendants under Deed of Transfer T42772/1993, being 28 Haenertsburg Street, Extension 8, Albertsdal.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and garage.

Terms: 10% (ten per 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 25th day of April 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. (DX 589 Johannesburg.) [Tel. (011) 484-2828.] [Fax. (011) 383-7548.] (Ref. Z01403/Mr Georgiades/le.)

Case 5359/95

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

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited), Plaintiff, and **Van Vuuren, Daniel Teunesin Gert**, First Defendant, and **Van Vuuren, Petronella Chatrina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

A unit consisting of:

1. (a) Section No. 7 as shown and more fully described on Sectional Plan SS119/1991, in the scheme known as Moepel Mews in respect of the land and building or buildings situated at Mayberry Park Township, Local Authority Alberton, of which section the floor area according to the sectional plan is 80 (eighty) square metre in extent and being 7 Moepel Mews, Moepel Street, Mayberry Park, Alberton; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and by Deed of Transfer ST34780/94.

2. An exclusive use area described as parking marked P7, measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and building or buildings known as Moepel Mews, situated at the Township of Mayberry Park Township, Local Authority Alberton, as shown and more fully described on Sectional Plan SS119/191, held under Notarial Deed of cession of Exclusive Use Areas SK2057/1994S.

3. An exclusive use area described as PORCH marked S7 measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and building or buildings known as Moepel Mews, situated at the Township of Mayberry Park Township, Local Authority Alberton, as shown and more fully described on Sectional Plan SS119/191, held under Notarial Deed of Cession of Exclusive Use Areas No. SK2057/1994S.

4. An exclusive use area described as Garden, marked T7, measuring 21 (twenty-one) square metres, being as such part of the common property, comprising the land and building or buildings known as Moepel Mews, situated at the Township of Mayberry Park Township, Local Authority Alberton, as shown and more fully described on Sectional Plan SS119/191, held under Deed of cession of Exclusive Use Areas SK2057/1994S.

5. An exclusive area described as Yard, marked W7, measuring 61 (sixty-one) square metres, being as such part of the common property, comprising the land and building or buildings known as Moepel Mews, situated at the Township of Mayberry Park Township, Local Authority Alberton, as shown and more fully described on Sectional Plan SS119/191, held under Notarial Deed of Cession of Exclusive Areas SK2057/1994S.

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

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

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

Dated at Johannesburg this 24th day of April 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. Z01386/Mr Livingstone/le.)

Case 22463/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Hlutywa, Mbusiyelo Skinnertodd**, First Execution Debtor, and **Hlutywa, Balekile Fina**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 8 Park Street, Kempton Park, on 8 June 1995 at 10:00, in respect of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain: Lot 566, Emfihlweni Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held under Deed of Transfer TL64662/88, situated at 566 Emfihlweni Section, Tembisa, Kempton Park.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Toilet, two bedrooms, bathroom, kitchen and dining-room.

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

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

Dated at Johannesburg on this 24th day of April 1995.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.) (Ref. D. Uys/F00094/N0077.)

Saak 15439/94

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

In die saak tussen **ABSA Bank Bepers** (handeldrywende as Allied Bank) (voorheen Allied Bouvereniging Bepers), Eksekusieskuldeiser, en **Sello Wilson Molepo**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Junie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere: Erf 274, Teanong-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titellakte TL36158/88, grootte 254 (tweehonderd vier-en-vyftig) vierkante meter, ook bekend as 274 Teanong Afdeling, Tembisa.

Beskrywing: Woning, bestaande uit kombuis, badkamer, toilet, drie slaapkamers, eetkamer en sitkamer. Alles onder 'n teëldak en motorhuis. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Mei 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, No. 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB 1452.)

Saak 8633/94

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

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Allied Bank) (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Oubaas Richard Kekana** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Junie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere: Erf 1142, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titellakte TL24570/89, grootte 294 (tweehonderd vier-en-negentig) vierkante meter, ook bekend as Gedeelte 1142, Maokeng-uitbreiding 1, Tembisa.

Beskrywing: Woning, bestaande uit kombuis, badkamer, toilet, twee slaapkamers en eetkamer. Alles onder 'n teëldak, motorhuis en twee buitekamers. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Mei 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, No. 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB11311.)

Saak 11149/93

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

In die saak tussen **ABSA Bank Beperk** handeldrywende as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Lebogane Edward Saane**, Eksekusieskuldenaar, en **Shadi Maria Saane**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Junie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Alle reg, titel en belang ten opsigte van Erf 445, Tembisa-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte TL47107/87, grootte 294 (tweehonderd vier-en-negentig) vierkante meter, ook bekend as 445 Hospital View, Tembisa.

Beskrywing: Woning bestaande uit kombuis, badkamer, toilet, twee slaapkamers en eetkamer. Alles onder 'n teëldak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 2de dag van Mei 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1046.)

Saak 1337/95

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

In die saak tussen **ABSA Bank Beperk** handeldrywende as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Annelie le Roux**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Junie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf 1563, Van Riebeeckpark-uitbreiding 12-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T67687/90, grootte 901 (negehoonderd en een) vierkante meter, ook bekend as 21 De Wiekuslaan, Van Riebeeckpark.

Beskrywing: Woning bestaande uit kombuis, twee badkamers, twee toilette, drie slaapkamers, eetkamer, sitkamer, studeerkamer, alles onder 'n teëldak, twee motorhuise en 'n motor oprit. Die eiendom is omhein met baksteenmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 28ste dag van April 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1582.)

Saak 4590/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Anna Sophia Appelgrein**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof Roodepoort, in bogemelde saak op 27 Mei 1994, sal 'n verkoping gehou word op 7 Junie 1995 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof 22B Ockersestraat, Krugersdorp van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Erf 691, Kenmare-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 744 (sewehonderd vier-en-veertig) vierkante meter, gehou deur verweerder kragtens Akte van Transport T49170/1993.

Die eiendom is gesoneer Residensieel 1 en is geleë te Garrickstraat 54, Kenmare, Krugersdorp, en bestaan uit: Sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, tuin, swembad, buite toilet, bediendekamer, twee motorhuise, dak met IBR plate, gepleisterde mure, en staal vensterrame en omhein, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprijs en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 26ste dag van April 1995.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1062.) (Verw. AMC/EA170/10/94.)

**Case 21132/92
PH 465**

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

In the matter between **The South African Bank of Athens Limited**, Applicant, and **Hellenic Glass Works (Pty) Ltd**, First Respondent, and **Quick Service Glass Works (Pty) Ltd**, Second Respondent, and **Konstadopoulos Evdokia**, Third Respondent, and **E. D. S. Properties (Pty) Ltd**, Fourth Respondent, and **Konstadopoulos Dimitrios**, Fifth Respondent, and **Stathakis Antonios**, Sixth Respondent, and **Moraitis Thrasyvoulas**, Seventh Respondent

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and a writ of execution dated 15 March 1995, the property listed hereunder will be sold in execution on Friday, 2 June 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Property: Erf 1339, Atlasville Extension 1 Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, held by Deed of Transfer T11040/1981, by the Sixth Respondent.

The material conditions of sale:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash payable on date of sale. The balance to be secured within 14 days after the date of sale with an acceptable bank or building society guarantee, payable on registration of transfer.

3. Further conditions available for inspection at Sheriff's Office, Boksburg.

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

Steve Iouliau, Applicant's Attorney, Second Floor, Ilpa House, 155 Commissioner Street, P.O. Box 11406, Johannesburg. (Tel. 336-1856/7/8.) (Ref. S. Iouliau/Ir/B370.)

Saak 15620/94

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Thomas Manyika**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Reg, titel en belang gehou deur verweerder oor: Sekere Perseel 79, Elindinga-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 234 m² (tweehonderd vier-en-dertig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van April 1995.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M256/MIM102.)

Saak 15619/94

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Mandhla Dhlamini**, Eerste Verweerder, en **Marumo Martha Dhlamini**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Reg, titel en belang gehou deur verweerders oor Sekere Erf 264, Elindinga-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 230 m² (tweehonderd-en-dertig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, eetkamer, kombuis, motorhuis, buitekamer en teëldak.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van April 1995.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M269/MID527.)

Saak 14686/94

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Nyiku Daniel Macheke**, Eerste Verweerder, en **Tintswalo Christinah Macheke**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Reg, titel en belang gehou deur verweerders oor: Sekere Erf 527, Lekaneng-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 275 m² (tweehonderd vyf-en-sewentig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van April 1995.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M258/MIM101.)

Saak 14832/94

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Khabo Raymond Mahlagare**, Eerste Verweerder, en **Sarah D. Mahlagare**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof Kempton Park, en 'n lasbrief vir eksekusie gedateer 23 Desember 1994, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Reg, titel en belang gehou deur verweerders oor: Sekere Erf 611, Tlamatlama-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 422 m² (vierhonderd twee-en-twintig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van April 1995.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M256/MIM099.)

Case 14477/93
PH 338

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

In the matter between **JSM Investments (Pty) Limited**, Plaintiff, and **Ferreira, Fernando da Silva**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Johannesburg, held at Johannesburg, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Johannesburg South, in front of the Court-house, Fox Street entrance, Johannesburg, on Friday, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Magistrate's Court, Johannesburg South, at 100 Sheffield Street, Turffontein, Johannesburg:

Immovable property to be sold: Erf 329, Linmeyer Township, Registration Division IR, Transvaal, measuring 827 (eight hundred and twenty-seven) square metres, held by Deed of Transfer T27852/1991.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, 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) auctioneer's charges on the proceeds of the sale up to the price of R200 (two hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand).

Dated at Johannesburg this 8th day of May 1995.

C. B. Shapiro, for Kallmeyer & Strime, Plaintiff's Attorneys, Second Floor, Entrance 3, Sanlam Arena, 10 Cradock Avenue, Rosebank; P.O. Box 8214, Johannesburg. (Tel. 447-7860.) (Ref. Mr Shapiro/BB; SH. U131/URB133.)

Case 3053/94
PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Saambou Bank Limited**, Defendant, and **Elliott, Andrew Cullum**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Halfway House, Block D, First Floor, Lochner Park, corner of Richard Drive and Suttie Street, Halfway House, on Wednesday, 7 June 1995 at 14:30, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Halfway House, being:

Unit 7, Section 22, in the building or buildings known as Grace Park, situated at Spitfire Street, Sunninghill Extension 7 Township, Local Authority Sandton, measuring 76 square metres, held by the Defendant under Title Deed ST470/90.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Duplex flat with two bedrooms, lounge/dining-room, bathroom/laundry and carport.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per 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 charge R200 (two hundred rand).

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/ae.) C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Saak 12272/92

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Gloria Khalianyane**,
Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof Kempton Park, en 'n lasbrief vir eksekusie gedateer 20 Oktober 1992, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere Erf 1031, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 340 m² (driehonderd-en-veertig vierkante meter) groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van April 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M78/MIK273.)

Saak 15352/94

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Mark Evan Boardman**,
Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof Kempton Park, en 'n lasbrief vir eksekusie gedateer 20 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere Erf 1754, Birchleigh-Noord-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 991 m² (nege-honderd een-en-negentig vierkante meter) groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, twee badkamers, twee toilette, sitkamer, eetkamer, kombuis, familie-/TV-kamer, twee motorhuise, swembad, teëldak en omring deur betonmure.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 5de dag van Mei 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M266/MIB813.)

Saak 1444/95

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk, Eiser, en **Marius de Ridder**,
Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie, gedateer 10 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere Eenheid 10, Birchleigh View, Deelplan SS 307/89, Erf 988, Birchleigh-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 89 m² (nege-en-tagtig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, sitkamer, eetkamer, kombuis, motorafdak, oprit en teëldak.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 5de dag van Mei 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M276/MID531.)

Saak 5246/93

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk, Eiser, en **Kenneth Mashile**, Eerste Verweerder, **Olivia Niniwe Mashile**, Tweede Verweerder, **Mochabiseng Aram Mashile**, Derde Verweerder, en **Ntsoaki Christinah Mashile**, Vierde Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie, gedateer 22 April 1993, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Reg, titel en belang gehou deur Verweerders oor sekere Erf 337, Elindinga-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 230 m² (tweehonderd-en-dertig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 8ste dag van Mei 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M162/RIM873.)

Saak 4762/93

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk, Eiser, en **William Zondi Mabunda**, Eerste Verweerder, en **Motlatso Elizabeth Mabunda**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie, gedateer 19 April 1993, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 576, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 313 m² (driehonderd-en-dertien) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van April 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M157/MIM868.)

Saak 14412/94

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk, Eiser, en **Vusi Joseph Sikosana**, Eerste Verweerder, en **Nunu Elizabeth Sikosana**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie, gedateer 20 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Reg, titel en belang gehou deur Verweerders oor sekere Erf 324, Ibaxa-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 241 m² (tweehonderd een-en-veertig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 8ste dag van Mei 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M252/MIS884.)

Case 20287/92
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 **Maleka, Seabe Justice**, First Defendant, and **Maleka, Fikile Anna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 9 June 1995 at 11:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 2777, Vosloorus Township, Registration Division IR, Transvaal, measuring 260 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL13546/86, being Stand 2777, Vosloorus, Boksburg.

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

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

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

Dated at Johannesburg this 2nd day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3705/ERFCLS/Mr Preiss/kw.)

Case 27994/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Vilakazi, Thulane Josiah**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 9 June 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 6303, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 348 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL15416/90, being 6303, Vosloorus Extension 9, Boksburg.

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

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

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

Dated at Johannesburg this 20th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z76217/ERFCLS/Mr Preiss/kw.)

Case 21152/92
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 **Maake, Mpandezene Abram**, First Defendant, and **Maake, Fihliwe Violet**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 9 June 1995 at 11:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Lot 1914, Vosloorus Township, Registration Division IR, Transvaal, measuring 601 m², held by the Defendants under Certificate of Right of Leasehold TL31243/85, being Stand 1914, Vosloorus, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, lounge, dining-room, family room, entrance hall, kitchen, bathrooms, toilet and double garage.

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

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

Dated at Johannesburg this 2nd day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3706/ERFCLS/Mr Preiss/kw.)

Case 19678/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Magangane, Nomagigi Johannes**, First Defendant, and **Magangane, Lucy**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 9 June 1995 at 11:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 416, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 270 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL6630/88, being 416 Matwaitwa Street, Vosloorus Extension 2, Boksburg.

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

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

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

Dated at Johannesburg this 2nd day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91306/ERFCLS/Mr Preiss/kw.)

Case 05658/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nonyana, Chef Willies**, First Defendant, and **Nonyana, Thabiswayini Glory**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11433 (previously Erf 762) Tokoza Extension 2, Registration Division IR, Transvaal, measuring 216 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL38948/88, being Stand 762 Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92513/JHBFCLS/Mr McCallum/cvdn.)

Case 6445/94
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 **Nyelimane, Nketu Elias**, First Defendant, and **Nyelimane, Mamuso Martha**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9484, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 284 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL15637/89, being 9484 Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93171/JHBFCLS/Mr McCallum/cvdm.)

Case 21723/94
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 **Mbewu, Degola General**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 8 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Site 803, in the Township of Jabulani, Registration Division IQ, Transvaal, measuring 256 m², held by the Defendant under Deed of Transfer TL20713/91, being 803 Jabulani, P.O. KwaXuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, kitchen, garage, two servants' rooms and outside w.c.

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

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

Dated at Johannesburg this 24th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0204/JHBFCLS/Mr McCallum/cvdm.)

Case 1824/94
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 **Ndiwa, Butibuti Paulus**, First Defendant, and **Ndiwa, Johanna Olga**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11528 (previously Erf 857) Tokoza Extension 2, Registration Division IR, Transvaal, measuring 275 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL37722/88, being 857 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91561/JHBFCLS/Mr McCallum/cvdm.)

Case 30069/93

PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nohe Luvumo Arthur**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9274, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 2 m², held by the Defendant under Deed of Transfer TL32704/89, being 9274 Tokoza Extension 2, Tokoza.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 26th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77915/JHBFCLS/Mr McCallum/cvdm.)

Case 20523/94

PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Tsotetsi Selali Johannes**, First Defendant, and **Tsotetsi Mitta Popi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9543, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL50585/88, being 9543 Tokoza Extension 2, Alberton.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 26th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0130/JHBFCLS/Mr McCallum/cvdm.)

Case 5386/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Moloi Abel Doctor**, First Defendant, and **Moloi Simangele Beauty**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 10830 (previously Erf 159), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL26881/89, being 159 Extension 2 Tokoza.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 26th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93061/JHBFCLS/Mr McCallum/cvdm.)

Case 24436/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Morifi Nare Gefros**, First Defendant, and **Morifi Magala Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11635 (previously Erf 964), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL4736/89, being 964 Tokoza Extension 2, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 26th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75500/JHBFCLS/Mr McCallum/cvdm.)

Case 8380/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mofokeng Tsukulo Paulos**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11787 (previously Erf 1116), Tokoza Extension 2 Township, Registration Division IR, Deed of Transfer TL20434/89, being 1116 Tokoza Extension 2.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 26th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94025/JHBFCLS/Mr McCallum/cvdn.)

Case 13238/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Motsweneng Butie Caine**, First Defendant, and **Motsweneng Vangile Paulina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11782 (previously Erf 1111), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 m², held by the Defendants under Deed of Transfer TL43100/88, being 1111 Tokoza Extension 2, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 26th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96766/JHBFCLS/Mr McCallum/cvdn.)

Case 2430/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Moroka Andries Sello**, First Defendant, **Moroka Nomtobeko Cynthia**, Second Defendant, and **Moroka Limakatso Miriam**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on

the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11599, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 m², held by the Defendants under Deed of Transfer TL18184/91, being 11599 Tokoza Extension 2 (also known as 928 Tokoza Extension 2).

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 26th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79092/JHBFCLS/Mr McCallum/cvdn.)

Case 33831/93
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 **Moloi Mokete Jim**, First Defendant, and **Moloi Silvia Sanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8429, Tokoza Township, Registration Division IR, Transvaal, measuring 345 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL19697/87, being Stand 8429, Unit F, Tokoza.

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

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

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

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

Dated at Johannesburg on this 20th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z78352/JHBFCLS/Mr McCallum/cvdn.)

Case 31149/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mtimunye, Bafana**, First Defendant, and **Mtimunye, Princess Vuyisa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11959, previously Erf 1288, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL39435/88, being 1288 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78644/JHBFCLS/Mr McCallum/cvdm.)

Case 15648/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Morake, Molefi Labius**, First Defendant, and **Morake, Mamokibelo Josephina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9210, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL54478/88, being 9210, Tokoza Extension 2, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price 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 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98543/JHBFCLS/Mr McCallum/cvdm.)

Case 26398/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Phekezela, Vusi Alfred**, First Defendant, and **Phekezela, Tholakele Winnie Audrey**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 10066, Tokoza Extension 5 Township, Registration Division IR, Transvaal, measuring 250 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL20444/91, being 10066 Tokoza Extension 5, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76938/JHBFCLS/Mr McCallum/cvdm.)

Case 02684/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Moroane, Sello Marks**, First Defendant, and **Moroane, Violet Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9239, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 315 m², held by the Defendants under Deed of Transfer TL57063/88, being 9239 Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79099/JHBFCLS/Mr McCallum/cvdm.)

Case 25810/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mokoena, Shebi Andries**, First Defendant, and **Mokoena, Julia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9679, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 280 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL38671/89, being 9669 Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76126/JHBFCLS/Mr McCallum/cvdm.)

Case 28021/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nkosi, Sigananda Ananius**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9368, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 357 m², held by the Defendant under Deed of Transfer TL13509/89, being 9368 Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77134/JHBFCLS/Mr McCallum/cvdm.)

Case 29509/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mofokeng, Masilonyana John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9220, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL21910/89, being 9220 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77759/JHBFCLS/Mr McCallum/cvdm.)

Case 10432/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nel, Lipuo Monica**, First Defendant, and **Nel, October**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11487 (previously Erf 816), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL42765/88, being 816 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93130/JHBFCLS/Mr McCallum/cvdm.)

Case 16774/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mtshali, Nkosinathi Willfred**, First Defendant, and **Mtshali, Tjhenzana Emely**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11626 (previously Erf 955), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL24997/91, being 11626 Tokoza, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72082/JHBFCLS/Mr McCallum/cvdm.)

Case 556/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 1806, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 330 m², held by the Defendant under Deed of Transfer TL8270/91, being 1806 Likole Extension 1, Kattlehong.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90900/JHBFCLS/Mr McCallum/cvdm.)

Case 8193/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mofokeng, Moeketsi Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11682 (previously Erf 1011), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 270 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL21911/89, being 1011 Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93800/JHBFCLS/Mr McCallum/cvdm.)

Case 16222/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mpya, Daniel Makwena**, First Defendant, and **Mpya, Makie Olga**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9635, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 305 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL37294/90, being 9635 Tokoza Extension 2, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71508/JHBFCLS/Mr McCallum/cvdm.)

Case 14995/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mthethwa December Christian**, First Defendant, and **Mthethwa Nonmvula Alphinah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9391, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, held by the Defendants under Deed of Transfer TL29919/89, being 9391 Tokoza Extension 2, Tokoza 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this the 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70029/JHBFCLS/Mr McCallum/cvdm.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sefela Mashianoke Johannes**, First Defendant, and **Sefela Ilean**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11568, previously Erf 897, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 (one hundred and eighty) square metres, held by the Defendants under Deed of Transfer TL11742/89, being 897 Extension 2 Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95494/JHBFCLS/Mr McCallum/cvdm.)

Case 04227/92
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 **Cook George Cyril**, First Defendant, and **Cook Penny Anne**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 8 June 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:

Erf 4707, Ennerdale Extension 10 Township, Registration Division IQ, Transvaal, measuring 694 (six hundred and ninety-four) square metres, held by the Defendants under Deed of Transfer T8875/88, being 55 Alabaster Street, Ennerdale Extension 10.

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

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

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

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z43077/JHBFCLS/Mr McCallum/cvdm.)

Case 24261/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mosimanegape Joseph Chwene**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Friday, 9 June 1995 at 11:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 352, Jouberton Extension 6 Township, Registration Division IP, Transvaal, measuring 375 (three hundred and seventy-five) square metres, held by the Defendant under Certificate of Right of Leasehold TL40460/1990, being 352 Jouberton Extension 6.

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 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 19th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1891/WRFCLS/Mr Brewer/djl.)

Case 17044/1994

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tsidiso, Solomon Magasula**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Friday, 9 June 1995 at 11:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 567, Jouberton Extension 6 Township, Registration Division IP, Transvaal, measuring 375 (three hundred and seventy-five) square metres, held by the Defendant under Certificate of Right of Leasehold TL18314/1991, being 567 Jouberton-uitbreiding 6.

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

The dwelling consists of a lounge, three bedrooms, bathroom, separate toilet and kitchen.

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

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

Dated at Johannesburg on this 19th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0350/WRFCLS/Mr Brewer/djl.)

Case 15057/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Hlophe, Fezekile**, First Defendant, and **Hlophe, Dimakatso Joyce**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9510, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) m², held by the Defendants under Certificate of Registered Grant of Leasehold TL46059/88, being 9510 Tokoza Extension 2, Tokoza.

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

The dwelling consists of a lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 24th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98351/JHBFCLS/Mr McCallum/cvdm.)

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 **Skosana, Nomasondo Esther**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9596, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 316 (three hundred and sixteen) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL49902/1988, being 9596 Tokoza Extension 2, Alberton.

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

The dwelling consists of a lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 24th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91755/JHBFCLS/Mr McCallum/cvdm.)

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 **Lazarus, Michel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 8 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 47, as shown and more fully described on Sectional Plan SS164/1982, in the scheme known as Honeycrest in respect of the land and building or buildings situated at Berea Township, Johannesburg Local Authority and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 40 square metres, held by the Defendant under Certificate of Registered Sectional Title ST164/84 (47) (Unit), being Unit 47, Flat 405, Honeycrest, corner of Honey and Harrow Streets, Berea.

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

The dwelling consists of a lounge, bedroom, bathroom, w.c., kitchen and balcony.

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 with 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 24th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z94403/JHBFCLS/Mr McCallum/cvdm.)

Case 05178/95
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 **Ricketts Alfred Charles**, First Defendant, and **Ricketts Beaula Lucille**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 8 June 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:

Erf 5007, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, measuring 325 m², held by the Defendants under Deed of Transfer T17359/87, being 58 Nickol Avenue, Ennerdale Extension 14.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom, separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 24th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2816/JHBFCLS/Mr McCallum/cvdm.)

Case 02693/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ndevu Archie Lubabalo**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9236, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 418 m², held by the Defendant under Deed of Transfer TL32716/89, being 9236 Tokoza Extension 2.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 2nd day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92144/JHBFCLS/Mr McCallum/cvdm.)

Case 15308/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mtshali Sibongile**, First Defendant, and **Mtshali Joyce Nelisiwe**, Second Defendant, and **Mazibuko Bethuel Thulani**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11796 (previously Erf 1125), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL11727/89, being 1125 Tokoza Extension 2, P.O. Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 2nd day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97587/JHBFCLS/Mr McCallum/cvdm.)

Case 562/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mthombeni Mosehli Aaron**, First Defendant, and **Mthombeni Makie Liesbeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9299, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendants under Deed of Transfer TL45498/89, being 9299 Tokoza Extension 2, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 2nd day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90678/JHBFCLS/Mr McCallum/cvdm.)

Case 7340/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mthethwa, Petrus**, First Defendant, and **Mthethwa, Nomakhosi Linah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11411 (previously Site 740), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL7590/89, being 740 Tokoza Extension 2, P.O. Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 2nd day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93755/JHBFCLS/Mr McCallum/cvdm.)

Case 16773/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mpumela, Nosisa Dorothy**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9668, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 279 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL1489/90, being 9668 Tokoza Extension 2.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 2nd day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71852/JHBFCLS/Mr McCallum/cvdm.)

Case 3971/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nhleko, Anton Diezakhe**, First Defendant, and **Nhleko, Grace Shayi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 11248 (previously Stand 577), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 225 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL45176/88, being 577 Tokoza Extension 2, Alberton.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 2nd day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z64860/JHBFCLS/Mr McCallum/cvdm.)

Case 11906/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nkosi, Butana Petros**, First Defendant, and **Nkosi, Thirty Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9610, Tokoza Extension 2, Registration Division IR, Transvaal, measuring 300 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL18094/89, being 9610 Tokoza Extension 2, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg on this 2nd day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96481/JHBFCLS/Mr McCallum/cvdn.)

Case 8196/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ndhlovu, Themba Sidwell**, First Defendant, and **Ndhlovu, Maria Rinki**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11435 (previously Erf 764), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 m², held by the Defendants under Deed of Transfer TL20048/89, being 764 Tokoza Extension 2.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 2nd day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94288/JHBFCLS/Mr McCallum/cvdn.)

Case 19684/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Nxusani, Adjective**, First Defendant, and **Nxusani, Nombonda Eunice**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9450 Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL54476/88, being 9450 Tokoza Extension 2, Alberton.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 4th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99599/JHBFCLS/Mr McCallum/cvdm.)

Case 19686/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Nxumalo, Zakele Joseph**, First Defendant, and **Nxumalo, Nokuthutha Johanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 8669, Tokoza Township, Registration Division IR, Transvaal, measuring 322 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL20694/87, being 8669 Unit F, Tokoza, Alberton.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 4th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99764/JHBFCLS/Mr McCallum/cvdm.)

Case 19694/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Ntsane, Tello David**, First Defendant, and **Ntsane, Mathibedi Bernice**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8662, Tokoza Township, Registration Division IR, Transvaal, measuring 309 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL19489/87, being 8662 Unit F, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 4th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0102/JHBFCLS/Mr McCallum/cvdm.)

Case 11888/91
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Human, Anna Katherina Cornelia**, First Defendant, and **Human, Dawid Johannes**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 8 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 802, Northcliff Extension 4 Township, Registration Division IQ, Transvaal, measuring 3 258 m², held by the Defendants under Deed of Transfer T26175/84, being 286 Peach Drive, Northcliff Extension 4, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen, scullery, three garages, two servants' rooms, w.c./shower and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 3rd day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. 224713/JHBFCLS/Mr McCallum/cvdn.)

Case 24450/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9463, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL361/89, being 363 Mnyane Street, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 26th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. 275403/JHBFCLS/Mr McCallum/cvdn.)

Case 8199/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mokoena, Lucas Tsolo**, First Defendant, and **Mokoena, Koko Esther**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on

the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11444 (previously Erf 773), Tokoza Extension 2, Registration Division IR, Transvaal, measuring 225 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL35766/88, being 773 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 4th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78339/JHBFCLS/Mr McCallum/cvdm.)

Case 14737/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Msali, Samuel Laneford**, First Defendant, and **Msali, Condi 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 without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 8902, Tokoza Township, Registration Division IR, Transvaal, measuring 325 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL20504/87, being 8902 Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 4th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98358/JHBFCLS/Mr McCallum/cvdm.)

Case 19803/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Nhlapo, Nobulawo Lucy**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9455, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL50120/88, being 9455 Tokoza Extension 2, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 4th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99600/JHBFCLS/Mr McCallum/cvdm.)

Case 2367/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Ndlela, Lungisa Wilberforce**, First Defendant, and **Ndlela, Zoleka Eudora**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8487, Tokoza Township, Registration Division IR, Transvaal, measuring 294 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL19484/87, being 8487 Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 4th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91591/JHBFCLS/Mr McCallum/cvdm.)

Case 4025/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Nkotwana, Wilson Bhelikwakhe**, First Defendant, and **Nkotwana, Mosela Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 9593, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL56794/88, being 9593 Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this 4th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92329/JHBFLS/Mr McCallum/cvdm.)

Case 02686/94

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Motaung, Samson**, First Defendant, and **Motaung, Kebogile Johanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 8 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 299, Moroka Township, Registration Division IQ, Transvaal, measuring 281 m², held by the Defendants under Deed of Transfer TL38263/87, being 299 Moroka, kwaXuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, single garage, two servants' rooms and outside w.c.

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

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

Dated at Johannesburg this 24th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z79074/JHBFLS/Mr McCallum/cvdm.)

Case 33994/94

PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Jonker, Michael Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 15 June 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:

Portion 1 of Erf 30, Westdene Township in the Township of Westdene, Registration Division IR, Transvaal, measuring 496 m², held by the Defendant under Deed of Transfer T44473/1993, being 26 Toby Street, Westdene.

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

The dwelling consists of entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, bathroom, bathroom/w.c./shower, w.c. and garage.

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

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

Dated at Johannesburg this 25th day of April 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. Z01319/Mr Georgiades/le.)

Case 6387/90

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Mape John Lekone**, First Defendant, and **Mamakgope Berlina Lekone**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 11 October 1990, the following property will be sold in execution on 7 June 1995 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 10398, Kagiso Extension 2 Township, Registration Division IQ, Transvaal, in extent 416 (four hundred and sixteen) square metres, for Residential purposes.

Held by the Defendants under Certificate of Registered Grant of Leasehold TL46808/1989, known as Erf 10398, Kagiso Extension 2, Krugersdorp, upon which is erected a single storied detached dwelling under tile roof consisting of three bedrooms, bathroom, kitchen and lounge/dining-room.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 or 10% (ten per centum) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond, Plaintiff's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp.

Case 29412/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **First National Bank of S.A. Limited**, Execution Creditor, and **Bara, Andre Alphonse Alfred**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 8 Park Street, Kempton Park, on 8 June 1995 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain: Erf 831, Bonaero Park Extension 1 Township, Registration Division IR, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T21232/1993, situated at 8 Schonefeld Street, Bonaero Park, Kempton Park.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Lounge, two bathrooms, dining-room, toilet, three bedrooms, garage and driveway.

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

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

Dated at Johannesburg on this 8th day of May 1995.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.) (Ref. D. Uys/F07024/U0540.)

Case 4453/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mthethwa, Mishack Dumisani**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 9 June 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 677, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 346 m², held by the Defendant under Deed of Transfer TL30616/89, being 677 Vosloorus Extension 2, Boksburg.

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

The dwelling consists of three bedrooms, bathroom, toilet, lounge, dining-room and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 1st day of March 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70805/Mr Preiss/kw.)

Case 3156/95
PH 325

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

In the matter between **Haarhoff, Moira Lynn**, Plaintiff, and **Noeka, Rosie Macqueen**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Johannesburg North at 131 Marshall Street, Johannesburg, 2001, at 10:00 on 8 June 1995, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Unit comprising section 48 and its undivided share in the common property in the Park Court Sectional Title Scheme, area 61 square metres.

Situation: Flat 64, Park Court, 50 Twist Street, Johannesburg.

Improvements (not guaranteed): A bachelor flat comprising bedroom, bathroom and kitchen.

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

Dated at Johannesburg this 5th day of May 1995.

E. F. K. Tucker Inc., Plaintiff's Attorney, 48th Floor, Carlton Centre, Commissioner Street; P.O. Box 9, Johannesburg, 2001. (Tel. 331-7211.) (Ref. D. E. Burns/lm/005173.)

Case 58383/93
PH 221

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

In the matter between **The New Republic Bank Limited**, Execution Creditor, and **Pilsons Property Investments CC**, First Execution Debtor, and **Pillay, Nagapen**, Second Execution Debtor

On 26 May 1995 at 10:00, a public auction sale will be held at Johannesburg Magistrate's Court, Fox Street Entrance, Johannesburg, at which the Sheriff of the Court will, pursuant to the judgment of the Court of this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, the immovable property being Erf 872, Fordsburg Township, Registration Division IR, Transvaal (hereinafter called the property) and in extent 248 square metres held by Deed of Transfer T15002/1991.

Conditions of sale: The full conditions of sale which will be read out by the Sheriff of the Court immediately before the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Johannesburg West, Second Floor, 32 Von Brandis Street, Johannesburg.

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

Chunilal & Tanna, Plaintiff's Attorneys, First Floor, Central House, 70 Central Avenue, Mayfair; P.O. Box 42650, Fordsburg, 2033. (Tel. 839-4357.) (Ref. C. Tanna/jr.)

Case 32600/94
PH 667

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

In the matter between **First National Bank of S.A. Limited**, Execution Creditor, and **Bara, Andre Alphonse Alfred**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 8 Park Street, Kempton Park, on 8 June 1995 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain: Erf 831, Bonaero Park Extension 1 Township, Registration Division IR, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T21232/1993, situated at 8 Schonefeld Street, Bonaero Park, Kempton Park.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Lounge, two bathrooms, dining-room, toilet, three bedrooms, garage and driveway.

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

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

Dated at Johannesburg on this 8th day of May 1995.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.) (Ref. D. Uys/F07024/U0540.)

Saak 251/95

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **Sitshandzisi Simeon Sambo**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton en lasbrief vir eksekusie tot geregtelike verkoping gedateer 1 Maart 1995, die ondergenoemde onroerende eiendom per eksekusie veiling op 28 Junie 1995 om 10:00, te die Balju, Landdroshof, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word naamlik:

Erf 2629, Sakhile, Standerton L23/80.

Woonhuis met teëldak, sitkamer, eetkamer, vier slaapkamers, drie met ingeboude kaste, kombuis met ingeboude kaste, badkamer, toilet, motorhuis, muur tot muur matte en elektrisiteit, erf is omhein met diamantdraad.

Die verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Caledonstraat 17, Standerton. Die verkorte voorwaardes van verkoop is die volgende:

1. 10% (tien persent) van die koopprijs in kontant op die dag van verkoping.
2. Die balans van die koopprijs teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.
3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenisse ookal eerste mag plaasvind.

Geteken te Standerton op hede die 3de dag van Mei 1995.

Van Heerden Schoeman, Prokureurs vir Eiser, Phoenixgebou, Burgerstraat; Posbus 39, Standerton, 2430. (Verw. G. Kruger/MR/IU4148.)

Saak 7948/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **United Bank**, 'n afdeling van ABSA Bank Beperk, Eiser, en **H. D. Philander**, Verweerder

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 23 Junie 1995 om 11:00 ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan:

Erf 555, Geluksdal-dorpsgebied, ligging Rheumanellarylaan 555, Geluksdal, Brakpan, groot 338 vierkante meter.

Verbeteringe: Sitkamer en eetkamer gekombineer, drie slaapkamers, badkamer en kombuis.

Buitegeboue: Een motorhuis.

Sonering: Residensieel.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die reg van preferente skuldeisers.
2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus Balju kommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 7 (sewe) dae na datum van die verkoping.
3. Die koper sal die transportakte asook munisipale belasting, wat agterstallige en regs-kostes mag insluit, betaal asook die prokureurs- en Balju-koste verbonde aan die verkoping.
4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.
5. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van Brakpan vanaf datum van hierdie kennisgewing. Gedateer te Brakpan hierdie 9de dag van Mei 1995.

J. J. Geyser, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] (Verw. mev. Coetzer/U628.)

Saak C199/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NSIKAZI GEHOU TE KABOKWENI

In die saak tussen **M. Musa Khumalo**, Eiser, en **Mokoena Glory**, Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdroshof Nsikazi op 6 Junie 1994, sal die ondervermelde onroerende eiendom geregtelik verkoop word op Vrydag, 9 Junie 1995 om 12:00 deur die Balju, Witrivier, voor die Landdroskantoor te Kabokweni, naamlik Erf 671, Kanyamazane.

Die eiendom sal onderworpe aan die terme en voorwaardes van die Landdroshowewet en reëls aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopsom in kontant betaal by ondertekening van die verkoopvoorwaardes en die balans plus rente moet verseker binne 14 (veertien) dae na datum van verkoping deur 'n bank- of bouvereniging-waarborg, betaalbaar teen registrasie van transport van die eiendom in die naam van die koper. Die verkoping geskied voetstoots en die verkoopvoorwaardes sal gedurende kantoorure by die Balju, Witrivier, ter insae lê.

Geteken te Witrivier op hierdie 4de dag van Mei 1995.

Philip Meyer, vir Philip Meyer, Kruger Parkstraat 43B, Posbus 88, Witrivier, 1240. (Verw. E. Mazibuko/KS/K87.)

NOTICE OF SALE IN EXECUTION—IMMOVABLE PROPERTY

A Sale in Execution of the undermentioned properties is to be held in front of the Magistrate's Court, Ermelo, on Thursday, the 15th day of June, 1995 at 10H00.

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

Full conditions of sale can be inspected at the offices of the Sheriff, Ermelo, at G F Botha and Van Dyk Building, corner of Church and Joubert Streets, Ermelo, and will be read out prior to the Sale.

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

Case No. 6042/95: (File ref. Mr du Plooy/GT2391).

Execution Debtor: **Turnboy Simon Khanye**.

Property: All right, title and interest to the leasehold in respect of Stand 3427 in the Township of Wesselton Extension 2.

Improvements: 2 Bedrooms, bathroom, kitchen, lounge.

Case No. 6272/95: (File ref. Mr du Plooy/GT2390).

Execution Debtor: **Phumzile Thokozile Maloka**.

Property: All right, title and interest to the leasehold in respect of Stand 3256 situated in the Township of Wesselton Extension 2.

Improvements: 3 Bedrooms, bathroom, kitchen, lounge.

Case No. 6041/95: (File ref. Mr du Plooy/GT2394).

Execution Debtor: **Mandla Ben Hlatshwayo**.

Property: All right, title and interest to the leasehold in respect of Stand 3407 in the Township of Wesselton Extension 2.

Improvements: 2 Bedrooms, bathroom, kitchen, lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

Case 5187/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Carol Ann Grandison**, Defendant

A sale in execution of the undermentioned property is to be held at Sheriff, Halfway House, Block D, First Floor, Lochner Park, corner of Richard Avenue and Suttie Street, Halfway House, on Wednesday 21 June 1995 at 14:30:

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

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

Property: Erf 1291, Vorna Valley Extension 25 Township, Registration Division JR, Transvaal, known as 1291 Kwartel Street, Vorna Valley Extension 25.

Improvements: Single storey, three bedrooms, kitchen, lounge, two bathrooms and dining-room.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2146.)

Case 1869/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mathys Hendrik Kritzinger**, Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, Vereeniging, Offices of De Klerk, Vermaak & Partners, Overvaal Building, 25 Kruger Avenue, Vereeniging, on Thursday, 15 June 1995 at 10:00:

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

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

Property: Portion 3 of Erf 312, De Deur Estates Limited, Registration Division IQ, Transvaal.

Improvements: Unimproved property.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2285.)

Case 32831/94

PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Community Church**, First Defendant, and **Bailey, J. P. (jr)**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 8 June 1995 at 10:00, of the under-mentioned 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, Johannesburg West, at Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erven 143 and 144, Albertville Township, Registration Division IQ, Transvaal, being 7 Ackerman Street, Albertville.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Premises consisting of entrance hall, three bedrooms, bathroom and toilet, kitchen, scullery and four outside toilets.

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 8th day of May 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Carter/J. Robertson GGLIT 599150.)

Case 03678/95

PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Arlow, Louise Jacoba**, Identity Number 4009130015081, First Defendant, and **Arlow, Hendrik Mostert**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 8 June 1995 at 10:00, of the under-mentioned 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, Johannesburg West, at Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erven 504, 976 and 977, Greymont Township, Registration Division IQ, Transvaal, being 3 Fourth Street, Greymont.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house and outbuildings.

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 8th day of May 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Carter/J. Robertson GGLIT 615546.)

Case 31826/94
PH 53IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Syfrets Bank Limited**, Plaintiff, and **Cronje, Charles Maasdorp** (Identity Number 4403295101003), Defendant

In pursuance of a judgment in the Supreme Court of Johannesburg, District of Johannesburg, and a writ of execution, the property listed hereunder which was attached on 28 February 1995, will be sold in execution on Thursday, 1 June 1995 at 10:00, at the offices of the Sheriff of Supreme Court, Johannesburg East, 131 Marshall Street, Johannesburg, to the highest bidder:

Certain Erf 198, Bellevue East, situated at 53 De la Rey Street, 17 Myra Court, and consisting of the following: A residential dwelling consisting of three storeys, comprising of 12 one-bedroom units and three two-bedroom units.

Outbuildings: Garage and three servants' quarters.

The following improvements are reported to be on the property, but nothing is guaranteed: Three-storey block of flats attached, 15 units. Number of storeys.

Floors: Wooden block tiles and cement.

Walls: Plaster and painted.

Roof: Flat and cemented.

12 units, bedroom, bathroom, kitchen and lounge.

Three units, two bedrooms, bathroom, kitchen and lounge.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

Dated at Johannesburg in May 1995.

Moss Cohen & Partners, Plaintiff's Attorneys, 10 Girton Road, Parktown, P.O. Box 659, Johannesburg. (Tel. 643-7223.) (Ref. Mr Evan/jr/S.16710.)

Case 31825/94
PH 53IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Syfrets Bank Limited**, Plaintiff, and **Cronje, Charles Maasdorp** (Identity No. 440329 5101 003), Defendant

In pursuance of a judgment in the Supreme Court of Johannesburg, District of Johannesburg, and a writ of execution, the property listed hereunder which was attached on 28 February 1995, will be sold in execution on Thursday, 1 June 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, Johannesburg East, 131 Marshall Street, Johannesburg, to the highest bidder:

Certain Erf 556, Bellevue, Erf 567, Bellevue, Portion 1 of Erf 575, Bellevue, Portion 1 of Erf 576, Bellevue, Remaining Extent of Erf 575, Bellevue and Remaining Extent Erf 576, Bellevue, situated at 6 Cavendish Road, Bellevue and consisting of the following:

A block of 21 residential flats, three storeys, comprising of seven two-bedroomed units and 14 one-bedroomed units.

Outbuildings: Six servants' quarters, three store-rooms and two toilets.

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

Three-storey block of flats attached, 21 units. Number of storeys.

Floors: Wooden block tiles and cement.

Walls: Plaster and paint.

Roof: Flat and cemented.

Seven two-bedroomed units, lounge, kitchen and bathroom and 14 one-bedroomed units, lounge, kitchen and bathroom.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this day of May 1995.

Moss Cohen & Partners, Plaintiff's Attorneys, 10 Girton Road, Parktown; P.O. Box 659, Johannesburg. (Tel. 643-7223.) (Ref. Mr Evan/jr/S.16704.)

Case 15171/93
PH 307IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Ann Miles**, Defendant

Be pleased to take notice that in execution of a judgment of the above Honourable Court, for the District of Johannesburg, in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, the undermentioned property of the Judgment Debtor, the conditions of which lie for inspection at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, prior to the date of sale:

Erf 201, Meredale Township, Registration Division IQ, Transvaal, measuring 1918 (one thousand nine hundred and eighteen) square metres.

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

Consisting of a single storey with entrance hall, lounge, family room, dining-room, kitchen, three bedrooms and two bathrooms.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale, minimum R200 (two hundred rand) 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).

Dated at Johannesburg on this 4th day of May 1995.

John Broido, Plaintiff's Attorney, 17th Floor, 1711 Sanlam Centre, Jeppe Street, P.O. Box 9046, Johannesburg. (Tel. 333-2141.) (Ref. J. Broido.)

Case 26948/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Viljoen, Amanda**, Defendant

A sale without reserve will be held at the office of the Sheriff of the Court, Germiston South, 74 Joubert Street, Germiston, on Monday, 5 June 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the Court, Germiston South:

Portion 41 (a portion of Portion 8) of Erf 132, Klippoortjie Agricultural Lots Township, Registration Division IR, Transvaal, measuring 1 181 square metres, held by the Defendant under Deed of Transfer T47159/1991, being 21 Carol Street, Klippoortjie Agricultural Lots, Germiston;

and consisting of an entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/w.c., and shower/w.c. The outbuildings consist of a flat with bedroom, kitchen, shower/w.c., squash court and three carports. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 4th day of May 1995.

K. J. Braatvedt, for Smith Jacobs & Braadvedt, Plaintiff's Attorney, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Saak 4914/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Bankorp Beperk**, Eiser, en **J. J. en P. C. Venter**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Klerksdorp, en 'n lasbrief vir eksekusie gedateer 22 Maart 1994, sal die volgende eiendom per publieke veiling op 23 Junie 1995 om 10:00, te Gamtoosstraat 39, Stilfontein, aan die hoogste bieder verkoop word:

Erf 2222, geleë in die dorp Stilfontein-uitbreiding 4, Registrasieafdeling IP, Transvaal, groot 880 (agthonderd-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T36717/89.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Magistraatshofwet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, die ABSA Bank Beperk, handeldrywende as Trustbank.

2. Die koperprys sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans sal binne 14 (veertien) dae betaal word, of gewaarborg word deur 'n goedgekeurde bank en/of bougenootskap.

3. Die volgende verbeterings word beweer op die eiendom te wees: Gewone woonhuis met buitegeboue.

4. *Voorwaardes:* Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Hof nagesien word. Die Balju se adres is Kamer 27, Old Mutual Groep Skemagebou, Andersonstraat, Klerksdorp.

Gedateer te Klerksdorp op hierdie 25ste dag van April 1995.

G. F. Ackermann, vir Meyer, Van Sittert & Kropman, S.A. Permgebou, Boomstraat, Posbus 91, Klerksdorp. (Verw. GFA/SVR.)

Saak 3564/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Beperk** handeldrywend as Allied Bank, Eksekusieskuldeiser, en **Saarl Jacobus Burger**, Eerste Eksekusieskuldenaar, en **Johanna Gertruida Burger**, Tweede Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 5 Mei 1993 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 23 Junie 1995 om 10:00, by die Landdroskantore Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 1 van Erf 264 geleë in die dorp Annadale, Registrasieafdeling LS, Transvaal, geleë te Pietersburgstraat 19, Annadale, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Pietersburgstraat 19, Annadale, Pietersburg, gebou van steen onder dak van sink en bestaan uit: Ingangsportaal, sitkamer, eetkamer, kombuis, opwas, drie slaapkamers, twee badkamers, twee toilette, patio. Die buitegeboue vorm deel van die hoofgebou, motorafdak, toilet, een vertrek woonstel met stort en toilet.

Terme: Die veilingskoste plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapswaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju Landdros-hof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 10de dag van Mei 1995.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pionier Sentrum, Marestraat 52, Pietersburg. (Verw. mnr. Nel/LF/ANA230.)

Saak 1986/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank** handeldrywende as United Bank, Eksekusieskuldeiser, en **Johannes Nicolaas Degenaar**, Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 29 Maart 1995 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 23 Junie 1995 om 10:00, by die Landdroskantoor, aan die hoogste bieder, naamlik:

(a) Deel 36 soos getoon en vollediger beskryf op Deelplan SS96/82 in die skema bekend as Adenhof, ten opsigte van die grond en gebou of geboue geleë te Erf 499, Pietersburg, Plaaslike Owerheid, Pietersburg, groot 66 (ses-en-sestig) vierkante meter.

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom van die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan geteken, gehou kragtens Akte van Transport ST86908/94.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Woonstel 28, Adenhofwoonstelle, Hans van Rensburgstraat, bestaande uit sitkamer, kombuis, slaapkamer en badkamer.

Terme: Die veilingskoste plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapswaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju Landdros-hof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 10de dag van Mei 1995.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pionier Sentrum, Marestraat 52, Pietersburg. (Verw. mnr. Nel/LF/ANU020.)

Saak 6024/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **J. H. Bergh**, Verweerder

Ingevolge 'n uitspraak van die Landdros Klerksdorp, en lasbrief vir eksekusie teen goed met datum 5 April 1995, sal die onververmelde eiendomme, op Vrydag, 9 Junie 1995 om 12:00, te die eiendom beter bekend as Devonlaan 24, Roosheuvel, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 427, geleë in die dorp Roosheuvel-uitbreiding 2, Registrasieafdeling IP, Transvaal, groot 1 190 vierkante meter, gehou kragtens Akte van Transport T36356/85, bekend as Devonlaan 24, Roosheuvel, Klerksdorp.

Hierdie eiendom bestaan uit: Stoor en vyf winkels.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 19% (negentien persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die eiendomme is verbeter en bestaan uit: Soos bo uiteengesit.

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

Ben de Wet & Botha Ingelyf, Spes Bonagebou, Boomstraat 19, Posbus 33, Klerksdorp. (Verw. mnr Botha/HS.)

Case 57792/93
PH 163

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Mogale P. L.**, Execution Debtor

In terms of a judgment of the Magistrate's Court of the District of Johannesburg, held at Johannesburg, in the above-mentioned matter, a sale will be held on 2 June 1995 at 10:00, at the Magistrate's Court, Fox Street-entrance:

Certain Lot 264, Moroka Township, Registration Division IQ, Transvaal, measuring 327 (three hundred and twenty-seven) square metres, situated at 264 Rockville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A two bedroomed house with walls. Consisting of lounge and kitchen. Outside building consisting of two rooms and garage.

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, 32 Von Brandis Street, Johannesburg, or at the offices of the Plaintiff's Attorneys Messrs Blakes, First Floor, 14 Plein Street, Johannesburg.

Signed at Johannesburg on this the 9th day of May 1995.

J. A. P. Sanchez, for Blakes Incorporated, Plaintiff's Attorney, 14 Plein Street; P.O. Box 5315, Johannesburg. (Tel. 491-5500.) (Ref. mr Sanchez/rt/SCM049.)

Saak 1585/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Motsoari Bernard Mongoato**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, lasbrief vir eksekusie teen goed met datum 29 Maart 1995, sal die ondervermelde eiendom op Vrydag, 9 Junie 1995 om 09:00, te Balju vir die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

Erf 4680, Kanana Extension 3 Township, Registration Division IP, Transvaal, measuring 300 (three hundred) square metres.

Onderhewig aan die volgende voorwaardes:

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

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

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

'n Enkelverdiepingwoning bestaande uit twee badkamers, kombuis, sitkamer en badkamer.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die balju vir die Landdroshof, Orkney, nagesien word.

Gedateer te Klerksdorp op hierdie 4de dag van Mei 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanente Gebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570. (Verw. A. H. Snyman/M.2/94.)

Saak 1582/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Teboho Meschack Seope**, Eerste Verweerder, en **Sanuku Anna Seope**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir Eksekusie teen goed met datum, sal die ondervermelde eiendom op Vrydag, 9 Junie 1995 om 09:00, te Balju vir die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word naamlik:

Erf 5202, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, measuring 200 (tweehonderd) vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

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

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

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

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

Gedateer te Klerksdorp op hierdie 4de dag van Mei 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanentegebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570. (Verw. A. H. Snyman/HK/S.2/95.)

Saak 3698/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Ramabaka Joseph Chaka**, Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 4 November 1991, sal die ondervermelde eiendom geregtelik verkoop word op 9 Junie 1995 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2098, Mhlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 260 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL32742/1988, bekend as Raleratastraat 2098, Mhlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit vier slaapkamers, badkamer, kombuis en sitkamer. Daar is geen buitegeboue en die perseel is omhein met draad.

Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ook al die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastings, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, lurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N290.)

Case 18292/93

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

In the matter between **Town Council of Sandton**, Plaintiff, and **Topaz Pools Construction (Pty) Ltd**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 22 April 1994, and subsequent warrant of execution the following property will be sold in execution on 6 June 1995 at 14:30, at the offices of the Magistrate, Randburg Magistrate's Court, Jan Smuts Avenue, Randburg, namely:

Erf 59, situated in the Township of Marlboro, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held under Deed of Transfer 37906/1990, also known as 4 Edward Street, Marlboro, 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, and contain inter alia the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Sale without reserve to the highest bidder.

Dated at Johannesburg on the 5th day of May 1995.

E. Papadopoulos, for Moss Marsh & Georgieva, c/o Document Exchange, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg; P.O. Box 61795, Marshalltown, 2107. [Tel. (011) 836-5892.] (Ref. VL/TT91.)

Case 29007/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Ndlovu Kelisaletse Maria**, Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and writ of execution the property listed hereunder which was attached on 2 May 1995, will be sold in execution on Thursday, 8 June 1995 at 10:00, by the Sheriff of Supreme Court, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

5399 Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, in extent 478 (four hundred and seventy-eight) square metres, situated at 61 Katz Street, Ennerdale Extension 9, Vereeniging.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. Walls: Brick and plaster. Roof: Tiled. Floor: Fitted carpets and tiles. Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two toilets. Outbuildings: None. Boundary: Fenced and concrete walls.

Improvements: Walls, paving and thatch.

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

Dated at Johannesburg on the 4th day of May 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4; 29-3921/2/3.) (Ref. Mr Steyn/830.) (Docex:DX.571.)

Case 4302/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Maisa Tefo Victor**, First Defendant, and **Maisa Elizabeth**, Second Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and writ of execution the property listed hereunder which was attached on 24 April 1995, will be sold in execution on Thursday, 8 June 1995 at 10:00, by the Sheriff of Supreme Court, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 5787, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, in extent 347 (three hundred and forty-seven) square metres, situated at 5787, Pyrrhotite Crescent, Ennerdale Extension 8, Vereeniging.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. Walls: Brick walls. Roof: Tiled. Floor: Tiles. Rooms: Lounge, kitchen, three bedrooms, bathroom and toilet. Outbuildings: None. Boundary: Fenced.

Improvements: None.

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

Dated at Johannesburg on the 4th day of May 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4; 336-3921/2/3.) (Ref. Mr Steyn/1350.) (Docex:DX.571.)

Case 7416/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Clive Anthony Alexander**, Defendant

In pursuance of a judgment in the Court of the Magistrate, District of Vereeniging, writ of execution the property listed hereunder which was attached on 24 February 1995, will be sold in execution on Friday, 9 June 1995 at 10:00, in front of the Sheriff's Office, at 41A Beaconsfield Avenue, Vereeniging, to the highest bidder:

Portion 8 of Erf 6626, Ennerdale Extension 2 Township, Registration Division IQ, Transvaal, in extent 510 (five hundred and ten) square metres, situated at 8 Hedera Avenue, Ennerdale, Vereeniging.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. Walls: Brick, plaster and paint. Roof: Concrete tiles. Floors: Fitted carpets, tiles and vinyl. Rooms: Living room, kitchen, three bedrooms, bathroom and toilet. Outbuildings: Garage. Boundary: Fenced.

Improvements: Gates.

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

Dated at Johannesburg on the 8th day of May 1995.

De Villiers & Co., c/o De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.] (Ref. Mr Coetzer/kc/Z01979.)

Case 13373/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Willem Andriaan Pieters**, Defendant

A sale in execution of the property described hereunder will take place on 8 June 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Erf 23, Homestead Township, Johannesburg, Registration Division IR, Transvaal, measuring 714 (seven hundred and fourteen) square metres, property also known as 45 Richard Avenue, Homestead, Germiston, comprising lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, garage, servant's room, brick walling and paving.

A bond can be arranged for an approved purchaser.

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

Dated: 10 May 1995.

K. Dinner, for ABE Dinner Pestana & Associates, Attorneys for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19137/KD/pt.)

Saak 16416/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Syfrets Bank Limited**, Eiser, en **Mojela Aaron Ntuka**, Eerste Verweerder, en **Elizabeth Ntuka**, Tweede Verweerder

Ter uitvoering van 'n verstekvonnis wat op 9 Maart 1994 in die bogemelde Hof teen die bogemelde Verweerder toegestaan is sal die hiernavermelde vaste eiendom op Vrydag, 9 Junie 1995 om 09:00, te die perseel, Heidelberg, synde Begemannstraat, Heidelberg, Transvaal, opgeveil word onderhewig aan die hiernavermelde voorwaardes en die verdere voorwaardes wat by die veiling uitgelees sal word:

Eiendom: Erf 1275, Ratanda, Heidelberg, Registrasieafdeling IR, Transvaal.

Beskrywing van die eiendom: Die volgende inligting omtrent die eiendom word verstrek maar niks word gewaarborg nie: Enkelverdieping, teëldakwoning van gedeeltelike siersteen met twee slaapkamers, sitkamer, eetkamer, kombuis en badkamer en toilet met draad omheining. Geen buitegeboue.

Voorwaardes van betaling: Tien persent (10%) van die koopprys is betaalbaar in kontant onmiddellik na die verkoping en betaling van die balans, tesame met rente daarop teen negentien persent (19%) per jaar bereken vanaf 'n datum een maand na die verkoping moet gewaarborg word deur 'n waarborg deur die Eiser se prokureurs goedgekeur en wat aan die Adjunk-balju binne een (1) maand na datum van verkoping oorhandig moet word.

Voorwaardes van verkoping: Die eiendom is voetstoots verkoop en die koper is verantwoordelik vir al die agterstallige koers, belasting, heffings en rioleringskoste ophef in verband met die eiendom. Die verkoopvoorwaardes lê ter insae by die perseel van die Adjunk-Balju, Heidelberg.

Gedateer te Kaapstad hierdie 8ste dag van Mei 1995.

R. Heath, vir Jan S. de Villiers & Seun, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Tel. 419-8140.) (Verw. RH/dl/D12776.)

Case 33311/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Xundu, Pamela Belinda**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 29 March 1995 will be sold in execution on Thursday, 1 June 1995 at 10:00, at the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Section 15, New South Villas, Naturena Township, Registration Division IQ, Transvaal, in extent 77 (seventy-seven) square metres, situated at Unit 15, Flat 15, New South Villas, corner of Daphney and Montanna Streets, Naturena.

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

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

Outbuildings: None.

Common property facilities: Pool and parking.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 100 Sheffield Street, Turfontein, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 4th day of May 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29/3913/4, 29/3921/2/3.) (Docex: DX571.) (Ref. Mr Steyn/1292.)

Case 10272/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Cornelius Petrus Mouritz Prinsloo**, First Defendant, and **Lente Anna Maria Prinsloo**, Second Defendant

A sale in execution of the property described hereunder will take place on 8 June 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Erf 102, Isandoval Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, property also known as 14 Pyramid Road, Isandoval, Edenvale, comprising entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and outside toilet.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18819/KD/PT.)

Saak 15770/94

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Marius Phillipus Steyn**, Eerste Vonnisskuldenaar, en **Fransiena Susarah Steyn**, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief, gedateer 17 Februarie 1995, sal die volgende eiendom verkoop word in eksekusie op 8 Junie 1995 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik die Vonnisskuldenaar se reg, titel en aanspraak in en tot Gedeelte 2 van Hoewe 366, Bredell-landbouhoewes-uitbreiding 1, geleë te Shannonweg, Bredell-landbouhoewes-uitbreiding 1, grootte 9,902 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

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

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Datum: 11 Mei 1995.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18, Posbus 47, Kempton Park, 1620. (Tel. 975-4941.)

Case 7729/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Die Standard Bank van Suid-Afrika Beperk**, Plaintiff, and **Depkon BK**, First Defendant, **Dirk Johannes Coetzee**, Second Defendant, **Erna Johanna Coetzee**, Third Defendant, and **Dirna Beleggings (Pty) Limited**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on Friday, 9 June 1995 at 11:00, in front of the Magistrate's Court, Cullinan:

Remaining Extent of Portion 65 (a portion of Portion 2), of the farm Franspoort 332, Registration Division JR, Transvaal, measuring 19,7671 hectares, held by the Fourth Defendant under Deed of Transfer T1194/1972.

The following information is furnished, though in this respect nothing is guaranteed: Brick building with tin roof, approximately 600 square metres consisting of parking area, ablution block and outbuildings, wire fencing. Borehole, not equipped.

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

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R329101/tg.)

Case 75826/94
PH 84

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

In the matter between **Deedee Trust**, Plaintiff, and **Hermenegild J. Fertig**, Defendant

In pursuance of a judgment granted in the Magistrate's Court, and a warrant of execution issued subsequently by the Court of Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at Magistrate's Court, corner of Fox and West Streets (Fox Street entrance), Johannesburg, to the highest bidder on 2 June 1995 at 10:00:

Certain Erf 1256, Bezuidenhout Valley Township, Registration Division IR, measuring 982 (nine hundred and eighty-two) square metres, known as 55 First Street, Bezuidenhout Valley, Johannesburg.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to 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 (full description available from the Sheriff on date of sale).

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 17,25% (seventeen 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 20th day of March 1995.

Drutman & Jacobs, Plaintiff's Attorneys, Second Floor, Kew Gardens, corner of First Avenue and Fourth Road, Kew, P.O. Box 1706, Bramley, 2018. (Tel. 440-9797.)

Case 14352/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mogotlane: Matsobane John**, 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 8 June 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 444, Leboeng Township, Registration Division IR, Transvaal, situation Erf 444, Leboeng, Tembisa, area 262 (two hundred and sixty-two) 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 4th day of May 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Giron Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4172E/mgh/tf.)

CAPE • KAAP

Case 32181/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Andile Elvis Frans**, First Defendant, and **Luleka Hazel Frans**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth dated 9 January 1995, the property listed hereunder will be sold in execution on Friday, 2 June 1995 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth:

All the Defendants' right, title and interest in the leasehold in respect of Erf 544, Motherwell NU3, Phase 1, now known as Erf 5145, Motherwell, in the Administrative District of Uitenhage, measuring 240 (two hundred and forty) square metres, situated at 194 Indwe Street, Motherwell, NU3, Port Elizabeth.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

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

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case 1469/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Edward Peter Joseph Ross**, First Execution Debtor, and **Elizabeth Qwendoline Ross**, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, a sale will be held on Monday, 19 June 1995 at 09:00, in front of the Mitchells Plain Magistrate's Court-house:

Erf 36159, Mitchells Plain, situated at 17 Andes Street, New Tafelsig, Mitchells Plain, measuring one hundred and forty-four square metres, held by Title Deed TG95798/93.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (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, Mitchells Plain.

Dated at Cape Town on this the 25th day of April 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z33621.)

Case 2063/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Teresa Lombard**, Defendant

In the above matter a sale will be held on Tuesday, 6 June 1995 at 12:00, at Site 54, Steven Street, Bothasig, being: Erf 7317, Milnerton, in the Municipality of Milnerton, Cape Division, measuring 1 159 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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 brick dwelling with a tiled roof comprising lounge, kitchen, four bedrooms, two bathrooms and two garages.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood 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/Ir.)

Case 11338/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **J. Tshomela**, First Execution Debtor, and **N. T. Tshomela**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth dated 13 April 1995 and in pursuance of an attachment in execution dated 18 April 1995, a sale by public auction will be held by the Sheriff for the Magistrate's Court, Port Elizabeth, at the front entrance, New Law Courts, North End, Port Elizabeth, on Friday, 2 June 1995 at 14:15, of the following immovable property situated at 6 Mthunyelo Street, kwaDwesi, being:

All the right, title and interest in and to the leasehold in respect of Erf 313 (now Erf 2582), kwaDwesi, Administrative District of Port Elizabeth, in extent 416 square metres.

Zoned: Residential, held by Jama Tshomela and Nonene Truth Tshomela, under Certificate of Registered Grant of Leasehold TL32/88, 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 concrete tiles with lounge, three bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Port Elizabeth (North).

Terms: 10% (ten per 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, 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 26th day of April 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 8495/94

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **R. P. Williams**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 6 April 1995 and in pursuance of attachment in execution dated 12 April 1995, 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, 1 June 1995 at 11:00, of the following immovable property, situated at 15 Berghaan Street, Rosedale, Uitenhage:

Zoned: Residential.

Being Erf 9911, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 325 square metres, held by Ronald Paul Williams, under Deed of Transfer T24794/93, 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, dining-room, kitchen, two bedrooms and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, 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 21 (twenty-one) days from date of the sale.

Dated at Uitenhage on this 3rd day of May 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S.A. Permanent Centre, Caledon Street, Uitenhage.

Case 1823/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Eduard Paulus Niemand** and **Rachel Niemand**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 15 June 1995 at 09:00, to the highest bidder:

Erf 13111, Mitchells Plain, in extent 170 square metres, held by T37526/1992, situated at 6 Caproni Street, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. 5U128318/gl.)

Case 1822/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Donald Charles Wiehahn** and **Hazel Marlene Wiehahn**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 15 June 1995 at 09:00, to the highest bidder:

Erf 19625, Mitchells Plain, in extent 216 square metres, held by T27759/1994, situated at 53 Cambridge Way, Portland, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. 5U128321/gl.)

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

ABSA Bank Limited, trading as United Bank, *versus* **Nuur-Je-Haan Davids**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 14 June 1995 at 10:00, to the highest bidder:

A unit consisting of:

(a) Section 7, as shown and more fully described on Sectional Plan SS3/1989, in the scheme known as Radiant Meadows as Grassy Park, in the Local Area of Grassy Park, of which section the floor area according to the said sectional plan is 67 (sixty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by ST3/1989 (7) (Unit), also known as 7 Radiant Meadows, West Street, Grassy Park, Western Cape.

1. The following improvements are reported but not guaranteed: Sectional title unit: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D2U1496/130158/gl.)

Case 2116/95

IN THE MAGISTRATE'S COURT OF WYNBERG HELD AT WYNBERG

Nedcor Bank Limited *versus* **V. H. Pland**

The property: Erf 3774 (portion of Erf 291), Ottery, in the Municipality of Cape Town, Cape Division, in extent 214 square metres, situated at 56 Woodlands Avenue, Woodlands Estate, Ottery:

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom and w.c.

Date of sale: 6 June 1995 at 14:00.

Place of sale: 56 Woodlands Avenue, Woodlands Estate, Ottery.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per centum) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 6472/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dudley Trevor Rasool**, Defendant

In the above matter a sale will be held on Friday, 2 June 1995 at 10:00, at the site of 22 Vineyard Way, Austinville, Blackheath, being:

Erf 235, Gaylee, in the Local Area of Gaylee, Division of Stellenbosch, measuring 443 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 17,25% (seventeen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 1075/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Jacqueline Sophia Abrahams**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 12 June 1995 at 10:00, to the highest bidder:

One half undivided share in Erf 26922, Mitchells Plain, in extent 497 square metres, held by T14869/1988, situated at 41 Alabama Road, Colorado Park, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and car-port.

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 centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1151/103208/gt.)

Case 23087/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Clive Theunissen** and **Geraldine Johanna Jacoba Theunissen**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 12 June 1995 at 10:00, to the highest bidder:

Erf 21710, Mitchells Plain, in extent 156 square metres, held by T67573/1992, situated at 67 Kreupelhout Street, Lenteguur, Mitchells Plain, 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 centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4U121411/gt.)

Case 60682/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Ighsaan Gool** and **Kareema Kassiem**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 12 June 1995 at 10:00, to the highest bidder:

Erf 1626, Weltevreden Valley, in extent 331 square metres, held by T66607/1990, situated at 19 Flamingo Crescent, Weltevreden Valley, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 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 centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U1575/102394/gt.)

Case 23349/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Carl Sean Ram and Vernorene Ram**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 12 June 1995 at 10:00, to the highest bidder:

Erf 488, Weltevreden Valley, in extent 350 square metres, held by T38822/1993, situate at 20 Goodison Park, Weltevreden Valley, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0662/104151/gt.)

Case 23714/90

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

ABSA Bank Limited, trading as United Bank, *versus* **Iqbal Bray**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Monday, 5 June 1995 at 10:00, to the highest bidder;

Erf 7161, Grassy Park, in extent 509 square metres, held by 70962/1989, situated at 120 Perth Road, Grassy Park, 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 centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U1128/100115/gt.)

Case 692/95

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* **Donovan Shaun Klein**

The following property will be sold in execution by public auction held at 37 Sandpiper Mansions, corner of Lake Road and Sixth Avenue, Grassy Park, to the highest bidder, on 6 June 1995 at 12:00:

Unit comprising section 37 and its undivided share in the common property in the Sandpiper Mansions Sectional Title Scheme, in extent 50 (fifty) square metres, held by Deed of Transfer ST618/93, situated at 37 Sandpiper Mansions, corner of Lake Road and Sixth Avenue, Grassy Park.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on 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 to 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 5th day of April 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case 3361/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF TODD CHAMBERS, TODD STREET, PORT ELIZABETH HELD AT
PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nomperesi Rosey Phama**, Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth, dated 23 March 1993, the property listed hereunder will be sold in execution on Friday, 2 June 1995, at 14:15 at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the Defendant's right, title and interest in the leasehold in respect of Erf 7565, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, measuring 375 (three hundred and seventy-five) square metres, situated at 77 Kwalunda Street, Motherwell, Port Elizabeth.

Conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff: Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

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

Brown Braude & Volk Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case 16720/94

Nedcor Bank Limited versus P. A. van Stavel

The property: Erf 39572, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division.

In extent: 499 square metres.

Situated at: 22 Belthorn Road, Belthorn Estate, Athlone.

Improvements: (Not guaranteed), brick walls, asbestos roof, lounge, kitchen, three bedrooms, bathroom, w.c. and two garages.

Date of sale: 5 June 1995 at 14:00.

Place of sale: 22 Belthorn Road, Belthorn Estate, Athlone.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 000 (two thousand rand) in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 000 (two thousand rand) in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the condition of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 40988/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF TODD CHAMBERS, TODD STREET, PORT ELIZABETH HELD AT
PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jan Jaftha**, First Defendant, and **Una Veronica Jaftha**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 6 February 1995, the property listed hereunder will be sold in execution on Friday, 2 June 1995 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 4947, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 311 (three hundred and eleven) square metres, situated at 22 Harker Street, Chatty, Port Elizabeth.

Conditions of sale:

The purchase price shall be payable as a deposit in cash of 10% (ten per cent) and the balance transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 12th day of April 1995.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Saak 569/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Drs C. H. Neveling & C. Bredell**, Eisers, en **mnr. P. Julies**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 2 Maart 1995, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 10:00 op 20 Junie 1995, op die perseel geregtelike verkoop sal word, naamlik:

Erf 3889, Hillcrest Heights, Blue Downs, ook bekend as Honeysucklestraat 26, Hillcrest Heights, Blue Downs.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kuilsrivier, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen 'n koers van 15,5% (een vyf komma vyf persent) per jaar teen registrasie van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Somerset-Wes op 26 April 1995.

Du Plessis & Hofmeyr, St Jamesstraat 36, Somerset-Wes, 7130, Posbus 1915, Somerset-Wes. [Tel. (024) 51-4124.] (Verw. YCR/NB0178.)

Case 31437/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Protea Finance (Pty) Limited**, Plaintiff, and **Gasant Brenner**, First Defendant, and **Luthfia Brenner**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, and a warrant of execution dated 20 February 1995, the following property will be sold in execution on 30 May 1995 at 09:00, at the Mitchells Plain Court-house, to the highest bidder:

Certain: Erf 43075, Mitchells Plain, measuring 242 square metres, known as 24 East Street, Strandfontein Village.

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 following improvements on the property have been reported, but nothing is guaranteed: Zoned: Special Residential.
3. *Terms:* The purchase price shall be paid as per ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at the rate stipulated in the First Mortgage Bond registered against the property to date of payment, within fourteen (14) days to be paid or secured by an approved bank or building society guarantee.
4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Court, Mitchells Plain South, immediately prior to the sale, may be inspected at his office, Mitchells Plain South, and at the offices of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

Dated at Johannesburg on this 12th day of April 1995.

M. M. Garber, for Bredell & Murray, Plaintiff's Attorneys, c/o Document Exchange, First Floor, Creative House, 31 Parliament Street, Cape Town. Docex 204, Johannesburg; P.O. Box 1573, Parklands, 2121. [Tel. (011) 880-1864/7.] (Ref. Mrs Mazzola/Cape Town.)

Saak 210/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Saambou Bank Bepers**, Eiser, en **Gert Petrus Hermanus Thyse**, Eerste Verweerder, en **Lea Dorethea Thyse**, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 9 Junie 1995 om 10:00, te Vegkopweg 3, Hartenbos, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 885, Hartenbos, in die munisipaliteit en afdeling Mosselbaai, Provinsie Wes-Kaap, groot 952 (nege honderd twee-en-veertig) vierkante meter, gehou kragtens Transportakte T22502/87.

Verbeter met woonhuis en buitegeboue.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.
2. Een tiende ($\frac{1}{10}$) van die koopprys moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n bank- of bouverenigingwaarborg binne (14) veertien dae na die veilingsdatum.
3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.
4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Balju, Mosselbaai. Erasmus & Moolman, Prokureurs vir Vonnis skuldeiser, Hoogstraat 118; Posbus 1580, Mosselbaai, 6500.

Case 3545/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **NBS Bank Limited**, Plaintiff, and **Andrew Nelson Ndekera**, First Defendant, and **Mrs Joyce Ester Ndekera**, Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of East London, held at East London, and a writ of execution dated 12 April 1995, the property listed hereunder will be sold on 7 June 1995 at 10:00, at 8 Stanton Street, Vincent, East London:

Certain Erf 9160, East London, Municipality and Division of East London, measuring 1 012 (one thousand and twelve) square metres, held under Deed of Transfer T3280/1993, and situated at 8 Stanton Street, Vincent, East London.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building with brick walls under asbestos slate roof, consisting of a lounge/dining-room, kitchen, three bedrooms, one and a half bathrooms, shower, two w.c.'s, enclosed veranda, garage, large workshop, servant's room, shelter, w.c. and laundry.

Terms: The purchase price shall be paid as follows:

1. 10% (ten per cent) in cash immediately on the property being knocked down to the purchaser, such amount to be held in an interest-bearing account by the Sheriff for the Magistrate's Court with interest accruing to the Judgment Creditor, or alternatively such amount to be paid directly to the Judgment Creditor, unless otherwise agreed upon by the Judgment Creditor. Should the purchaser fail to make such payment forthwith either in cash or by means of a cheque approved by the Judgment Creditor, the auction shall be deemed not to be concluded and the property may thereupon be immediately re-submitted for sale by auction amongst those present; and

2. The unpaid balance together with interest thereupon at the rate of 17,250% per annum subject to variation in terms of the rates charged by the Judgment Creditor from time to time, reckoned from the date hereof to date of registration of transfer, shall be paid or secured by a bank guarantee within 14 (fourteen) days of the date of 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 Magistrate's Court, East London.

Mathie Meyer & Gravett, Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. [Tel. (0431) 2-6111.] (Ref. Mr Moodley.)

Saak 1987/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **A H Marais Seuns (Edms.) Beperk**, Eiser, en **A. C. J. Kok**, Verweerder

Ingevolge 'n vonnis gelewer op 20 Junie 1994, in die Worcester Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op Donderdag, 15 Junie 1995 om 11:00, te La Vallestraat 3, Worcester, aan die hoogste bieder:

Erf 9560, Worcester, geleë in die gebied van die Worcester Plaaslike Oorgangsraad, afdeling Worcester, groot 301 vierkante meter, gehou kragtens Transportakte T57113/1993.

Straatadres: La Vallestraat 3, Worcester.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Landdroshofwet, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. 10% (tien persent) van die koopprys moet in kontant betaal word ten tye van die verkoping en die volle balans met rente teen die heersende koers van 20% (twintig persent) per jaar bereken op die bedrag van die bedrag van die Vonniskskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrag verseker moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 dae vanaf datum van verkoping afgelewer moet word.

4. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester hierdie 2de dag van Mei 1995.

Maritz Murray & Fourie, Prokureurs vir Eiser, Adderleystraat 26, Worcester. (Verw. JCE/cdut/M115/Z11217.)

Saak 1878/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **A. H. Marais Seuns (Edms.) Beperk**, Eiser, en **S. Lucas**, Verweerder

Ingevolge 'n vonnis gelewer op 11 Mei 1994 in die Worcester Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op Maandag, 19 Junie 1995 om 11:00, te Sohngelaan 82, Worcester, aan die hoogste bieder:

Erf 12144, Worcester, geleë in die gebied van die Worcester Plaaslike Oorgangsraad, afdeling Worcester, groot 578 vierkante meter, gehou kragtens Transportakte T10750/1994.

Straatadres: Sohngelaan 82, Worcester.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Landdoshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. 10% (tien persent) van die koopprys moet in kontant betaal word ten tye van die verkoping en die volle balans met rente teen die heersende koers van 20% (twintig persent) per jaar bereken op die bedrag van die bedrag van die Vonniskskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrag verseker moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 dae vanaf datum van verkoping afgelewer moet word.

3. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester hierdie 2de dag van Mei 1995.

Maritz Murray & Fourie, Prokureurs vir Eiser, Adderleystraat 26, Worcester. (Verw. JCE/cdut/M115/Z11218.)

Case 2802/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Mr T. S. Fani**, Defendant

In execution of a judgment granted in the above Court on 8 March 1994, the following property will be sold by public auction at the Magistrate's Court, High Street, Grahamstown, on 9 June 1995 at 11:00:

The right, title and interest in Erf 761, Kings Flats, Grahamstown, in extent 276 square metres, held under Deed of Transfer TL2644/91.

The property consists of a house with two bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown, 6140.

Saak 11561/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **D. C. Human**, Eerste Eksekusieskuldenaar, en **Z. Human**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 8 Junie 1995 om 10:00, op die perseel:

Erf 2864, Eersterivier, in die plaaslike gebied Blue Downs, afdeling Stellenbosch, groot 361 vierkante meter, gehou kragtens Transportakte T72528/93, ook bekend as Kischstraat 3, Eersterivier.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 16% (sestien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou*: Baksteengebou bestaande uit twee slaapkamers, badkamer, toilet, sitkamer en kombuis. *Buitegebou*: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 19de dag van April 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case 563/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Port Alfred Municipality**, Plaintiff, and **Humie Robin Melville**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 14 November 1994 and subsequent warrant of execution, the following property will be sold in execution on 2 June 1995 at 10:30, at the offices of the Magistrate, Pascoe Crescent, Port Alfred, namely:

Vacant Erf 2693, Port Alfred, in the Municipality of Port Alfred, Division of Bathurst, in extent eight hundred and thirty-five (835) square metres, held by Deed of Transfer T66538/1988, situated at 21 Dover Street, Port Alfred.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain *inter alia* the following provisions:

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

2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at sale.

Dated at Port Alfred on the 21st day of April 1995.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170; P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. LJ/C/QF0182.)

Case 357/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Port Alfred Municipality**, Plaintiff, and **Mr A. Cocolis**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 18 January 1995 and subsequent warrant of execution, the following property will be sold in execution on 2 June 1995 at 10:00, at the offices of the Magistrate, Pascoe Crescent, Port Alfred, namely:

Vacant Erf 2655, Port Alfred, in the Municipality of Port Alfred, Division of Bathurst, in extent one thousand and eighty (1 080) square metres, held by Deed of Transfer T42670/87, situated at 11 Dorking Road, Port Alfred.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain *inter alia* the following provisions:

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

Dated at Port Alfred on the 21st day of April 1995.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170; P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. LJ/C/QF0067.)

Case 31797/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Shunmugan Chetty**, First Plaintiff, and **Mary-Ann Chetty**, Second Plaintiff, and **Jerard Anthony Johns**, Defendant

In pursuance of a judgment in Court of the Magistrate's Court of the District of Port Elizabeth dated 2 December 1994, the property listed hereunder will be sold in execution on Friday, 2 June 1995 at 14:15, at the front entrance of the New Law Courts, Main Street, North End, Port Elizabeth:

Erf: One half (1/2) undivided share of 166 Malabar, Port Elizabeth, situated in the Municipality and Division of Port Elizabeth, in extent 278 (two hundred and seventy-eight) square metres, situated at 194 Haworthia Drive, Malabar, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a smooth plastered house with asbestos roofing.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, of the Magistrate's Court, Port Elizabeth West, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance (including VAT), if applicable, payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within 21 (twenty-one) days from the date of sale. Sheriff or auctioneer's charges 5% (five per centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) (plus VAT) are also payable on date of sale.

Dated at Port Elizabeth on this 21st day of April 1995.

Price Soni, Plaintiff's Attorneys, 50 Pickering Street, Newton Park, Port Elizabeth. (Ref. Miss Soni/Miss Septoo.)

Case 6208/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **John Elias Jones**, Judgment Debtor

The following will be sold in execution in front of the Court-house for District of Mitchells Plain, on 12 June 1995 at 10:00, to the highest bidder:

Erf 25918, measuring 199 square metres, held by T25408/89, situated at 48 Kameeltjie, Lentegour, Mitchells Plain.

1. The following improvements on the property are reported, but nothing is guaranteed: Kitchen, three bedrooms, dining-room, lounge and toilet/bathroom.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque. The balance must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the messenger prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck, Cape Town. (Ref. 106038 Mrs Liebrandt.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **N. Alexander** en **E. A. Rockman**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 31 Maart 1995 en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te Luxorsingel 23, Kuilsrivier, per publieke veiling te koop aangebied op 14 Junie 1995 om 10:00:

Erf 9305, Kuilsrivier, ook bekend as Luxorsingel 23, Kuilsrivier, afdeling Stellenbosch, groot 1 002 vierkante meter, gehou kragtens Transportakte T33507/94.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16,25% (sestien komma twee vyf persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 2 Mei 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EAN459.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **G. en S. C. Samie**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 17 Augustus 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te Bellevue 10, Northpine, Brackenfell, per publieke veiling te koop aangebied op 9 Junie 1995 om 11:00:

Erf 8297, Brackenfell, ook bekend as Bellevue 10, Northpine, Brackenfell, afdeling Stellenbosch, groot 440 vierkante meter, gehou kragtens Transportakte T12356/89.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 2 Mei 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ESN247.)

Case 4721/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited versus Khayaletu Cladius Ngoondi

In pursuance of a judgment dated 13 November 1992 and an attachment on 17 February 1995, the right of leasehold to the following immovable property, will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 2 June 1995 at 14:15:

Erf 11065, Ibhayi at kwaZakhele, Administrative District of Port Elizabeth, in extent 242 (two hundred and forty-two) square metres, situated at 11065 Site & Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of four bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated this 4th day of May 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 34446/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Shefu Isaac Masina

In pursuance of a judgment dated 16 November 1992 and an attachment on 16 January 1995, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 2 June 1995 at 14:15:

Erf 4369, Ibhayi, at kwaZakhele, in the Administrative District of Port Elizabeth, in extent 226 (two hundred and twenty-six) square metres, situated at 4369 Site & Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge, kitchen and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated this 4th day of May 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 15137/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Mzwakhe Joseph Ciko

The property: Erf 27936, Khayelitsha, in the area of the City Council of Lingeletu West, Cape Division, in extent 201 (two hundred and one) square metres, situated at 50 Ngenge Crescent, Elitha Park, Khayelitsha:

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos tiled roof consisting of approximately lounge/kitchen, two bedrooms and bathroom/toilet/handbasin.

Date of sale: 8 June 1995 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 000 (two thousand rand) in cash or by bank cheque upon signature of the conditions of sale: 10% (ten per centum) of the purchase price less the sum of R2 000 (two thousand rand) in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha, at Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont on this the 2nd day of May 1995.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **Malmesbury Plaaslike Oorgangsraad**, Eksekusieskuldeiser, en **P. J. en B. Booyen**,
Eksekusieskuldenaars

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, op 18 Mei 1994, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 9 Junie 1995 om 10:00, te Violalaan 5, Malmesbury, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 5081, Malmesbury, in die voorstad van Malmesbury, Registrasieafdeling Malmesbury, groot 352 (driehonderd twee-en-veertig) vierkante meter, ook bekend as Violalaan 5, Malmesbury.

Na bewering is die eiendom woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand), en 'n minimum van R200 (tweehonderd rand) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 15,5% (Vyftien komma vyf persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik **United**, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op die 12de dag van April 1995.

Pierre du Plessis & Mostert, Prokureurs vir Eksekusieskuldeiser, Veritas Gebou, Piet Retiefstraat 13, Posbus 5, Malmesbury, 7300. [Tel. (0224) 2-1101.]

Case 49631/91

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

Nedcor Bank Limited versus Neels Engelbrecht, married in community of property to **Doreen Engelbrecht**

The property: Erf 17293, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 207 (two hundred and seven) square metres, situated at 20 Hydrangea Street, Lentegur, Mitchells Plain:

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos roof consisting of approximately a kitchen, toilet/bathroom, three bedrooms and lounge.

Date of sale: 13 June 1995 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 000 (two thousand rand) in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per centum) of the purchase price less the sum of R2 000 (two thousand rand) in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain-North, at Rocklands, Medical Centre, Park Avenue, Rocklands, Mitchells Plain.

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

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 517/95

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

Nedcor Bank Limited versus J. M. Blows

The property: Erf 62566, Cape Town, at Lansdowne, in the Municipality of Cape Town, Cape Division, in extent 653 (six hundred and fifty-three) square metres, situated at 29 Garnett Road, Rondebosch East:

Improvements (not guaranteed): Single dwelling, brickwalls, tiled roof, lounge, dining-room, three bedrooms, kitchen, bath-room and w.c.

Date of sale: 7 June 1995 at 14:00.

Place of sale: 29 Garnett Road, Rondebosch East.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 000 (two thousand rand) in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per centum) of the purchase price less the sum of R2 000 (two thousand rand) in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 1961/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **Malmesbury Plaaslike Oorgangsraad**, Eksekusieskuldeiser, en **Julian Hendricks**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 25 Mei 1993, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 5 Junie 1995 om 10:00, te Mimosalaan 39, Malmesbury, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju.

Sekere Erf 5011, Malmesbury, in die voorstad Malmesbury, Registrasieafdeling, Malmesbury, groot 458 vierkante meter, ook bekend as Mimosalaan 39, Malmesbury.

Na bewering is die eiendom woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) Afslaersgelde tot en met R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 en 'n minimum van R200 in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeisers, naamlik geen in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op 18 April 1995.

Pierre du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13, Posbus 5, Malmesbury, 7300. [Tel. (00224) 2-1101.]

Case 1954/92
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 **Dalinteto Bangiso**, 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, 22 June 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 30193, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 299 square metres, and situated at 31 Nonqane Street, Elitha Park, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 43 square metres main dwelling consisting of lounge, kitchen, two bedrooms and 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 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), and a minimum charge of R200 (two hundred rand).

Dated at Montague Gardens this 18th day of April 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S615/1738.)

Case 3073/92
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 **Mlandeli Jackson Mzimkulu**, First Defendant, and **Nomvuyo Patience Oliphant**, 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, 22 June 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 27909, Khayelitsha, in the area of the City Council of Lingeletu West, Cape Division, in extent 294 square metres, and situated at 46 Sonqolamthi Street, Elitha Park, 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 a lounge, kitchen, two bedrooms and 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 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), and a minimum charge of R200 (two hundred rand).

Dated at Montague Gardens this 18th day of April 1995.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/ S657/1799.)

**Case 15445/91
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 **Potose Pesi**, 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, 22 June 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 30282, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 292 square metres, and situated at 3 Nciniba Crescent, Elitha Park, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 43 square main dwelling consisting of an entrance hall, lounge/dining-room/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 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), and a minimum charge of R200 (two hundred rand).

Dated at Montague Gardens this 18th day of April 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S519/1558.)

**Case 1279/92
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 **Mnyamezeli Martin Mbana**, First Defendant, and **Nokwanda Priscilla Mbana**, 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 Mitchell's Plain, Magistrate's Court, on Thursday, 22 June 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, Mitchell's Plain.

Erf 30486, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 385 square metres, and situated at 51 Dada Crescent, Town 2, Village 1, Elitha Park, 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 lounge, kitchen, two bedrooms and 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 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 18th day of April 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S582/1698.)

Case 5469/93

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

In the matter between **ABSA Bank Limited**, trading as Trust Bank, *versus* **Joseph Johannes de Witt**

The following property will be sold in execution by public auction, held at 55 Chapman Avenue, Gordons Bay, to the highest bidder on 7 June 1995 at 10:00:

Erf 2410, Gordonsbay, in the Municipality of Gordonsbay, Division of Stellenbosch, in extent 974 (nine hundred and seventy-four) square metres, held by Deed of Transfer T38007/92, situated at 55 Chapman Avenue, Gordons 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 entrance hall, lounge, dining-room, study, family room, four bedrooms, kitchen, scullery, bathroom/toilet, bathroom shower/toilet, separate toilet, double garage, servants' quarters and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 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 fourteen (14) days of the date of sale.

Dated at Cape Town on this the 24th day of April 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Saak 1895/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Commodore Cigarette Wholesalers (Pty) Ltd**, Eiser, en **S. Allie**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Hermanus, en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 9 Junie 1995 om 11:00:

Erf 413, Hawston, in die munisipaliteit Hermanus, afdeling Caledon, groot 2 158 vierkante meter, geleë te Chesterweg, Hawston, gehou kragtens Transportakte T9353/1986.

Die verbetering op die eiendom bestaan uit die volgende: 'n Dubbelverdiepingwoonhuis met:

Ondersteverdieping: Winkel met stoorkamer en toilet.

Boonsteverdieping: Drie slaapkamers, kombuis, sit- en eetkamer (oopplan), toilet, badkamer met bad, wasbak en toilet.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Tien persent (10%) van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus, se kantoor.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200.

Saak 9977/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Denise Glynis Halim**, Verweerder

Ingevolge 'n vonnis van die Hof, van die Landdros, Kimberley, en 'n lasbrief vir eksekusie gedateer 31 Januarie 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 8 Junie 1995 om 10:00:

Seker: Erf 16285, Kimberley, geleë in Kimberley-dorpsuitbreiding 44, in die munisipaliteit en Administratiewe Distrik Kimberley, groot 932 vierkante meter, gehou kragtens Akte van Transport T619/1988 (ook bekend as Onyxsingel 13, Gemdene, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met sitkamer, eetkamer, televisiekamer, kombuis, drie slaapkamers met ingeboude kaste, badkamer, motorhuis, bediendekamer met stort en swembad maar niks word gewaarborg nie.

Tien persent van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en Afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige Afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 364/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk**, Eiser, en **Nyorovai Ezekiel Dube**, Eerste Verweerder, en **North Eastern Cape Exploration Company (Edms.) Beperk**, Tweede Verweerder

Ingevolge 'n vonnis van die Hooggereghof van Suid-Afrika (Noord-Kaapse Afdeling), gedateer 15 Augustus 1994, sal die onververmelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor te Van Zylstraat, Boshoff, op Saterdag, 3 Junie 1995 om 10:00:

Sekere plaas Kalkheuwel 1085, geleë in die distrik Boshoff, groot 429,6935 hektaar, gehou kragtens Akte van Transport T14636/1981.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Boshoff, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 4000/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **A. V. Nicolay**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 7 Junie 1995 om 11:00, op die perseel:

Erf 15830, Bellville, geleë in die Metropolitaanse Oorgangsubstruktuur, Bellville, afdeling Kaap, provinsie Wes-Kaap, groot 736 vierkante meter, gehou kragtens Transportakte T36840/92, ook bekend as Mintstraat 4, Vredenberg, Bellville.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshoue, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 18% (agtien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyl na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (alhoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Bestaande uit drie slaapkamers, eetkamer, sitkamer, badkamer en kombuis.

Buitegebou: Motorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 20ste dag van April 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (9035191.)

Case 12630/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Julian Classen**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Tuesday, 13 June 1995 at 11:00, to the highest bidder:

Erf 1912, Matroosfontein, in extent 483 square metres, held by T78421/1991, situated at 7 First Avenue, Bishop Lavis, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, four three bedrooms, bathroom/toilet, toilet and double garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D2U1430/103354/gl.)

Case 16705/89**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

ABSA Bank Limited, trading as United Bank, *versus* **Reginald Bernard Fish** and **Melanie Viola Fish**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Western Cape, on Tuesday, 13 June 1995 at 09:00, to the highest bidder:

Erf 20016, Parow, in extent 296 square metres, held by T37182/1988, situated at 99 Linden Street, Ravensmead, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom, toilet and shower/toilet. Detached garage, store, servant's room and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D9U1069/104312/gl.)

Case 2660/95**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 **M. E. F. Cloete**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 6 April 1995, and in pursuance of an attachment in execution dated 11 April 1995, 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, 1 June 1995 at 11:00, of the following immovable property situated at 11 Dobson Street, Uitenhage:

Zoned: Residential.

Being Erf 2301, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 339 square metres, held by Mary Ellen Frances Cloete, under Deed of Transfer T15774/92, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under iron roof with lounge, kitchen, three bedrooms, dining-room, bathroom and servant's quarters.

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 centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within 21 (twenty-one) days from date of the sale.

Dated at Uitenhage this 26th day of April 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 14571/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Abraham Grobbelaar**, First Judgment Debtor, and **Rosaline Grobbelaar**, Second Judgment Debtor

In pursuance of a judgment granted on 10 February 1994, in the Kuils River, Magistrate's Court, the following property will be sold to the highest bidder on 8 June 1995 at 09:00, at Kuils River Court-house:

Description: Erf 3150, Kleinvlei, in the Melton Rose Local Area, Administrative District of Stellenbosch, in extent 548 (five hundred and forty-eight) square metres.

Postal address: 1 Geelhout Street, Melton Rose.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

Held by Deed of Transfer 46965/89.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 26th day of April 1995.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Saak 159/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **E. J. Olivier**, Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis van bogemelde Agbare Hof gedateer 1 Februarie 1995, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 1 Junie 1995 om 12:00, op die perseel te Heuwelstraat 74, Brackenfell, aan die hoogste bieder en onderhewig aan die voorwaardes hierna uiteengesit en die verdere voorwaardes wat deur die afslaer by die verkoping uitgelees sal word:

Eiendom: Sekere Erf 666, Brackenfell, in die gebied van die Metropolitaanse Oorgangsubstruktuur Brackenfell; afdeling Stellenbosch, Provinsie Wes-Kaap, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T22382/1990.

Beskrywing: Die volgende inligting word verstrek maar nie gewaarborg nie:

Op die perseel is 'n enkelvlakwoonhuis met portaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers, kombuis, waskamer, bediende kwartiere met 'n halwe badkamer, twee motorhuise en swembad.

Die eiendom kan geïnspekteer word in oorleg met Prokureurs Brynard & Brynard, Albie de Waalstraat 16, Brackenfell.

Betaalvoorwaardes: 10% (tien persent) van die koopprijs van die eiendom moet onmiddellik na die veiling, tesame met die afslaerskommissie van 7,7% (sewe komma sewe persent) van die koopprijs betaal word. Die balans van die koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Vonnisskuldeiser se prokureur en wat aan die Balju, Landdroshof, binne dertig (30) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volle verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Northumberlandstraat, Bellville.

Datum: 12 April 1995.

Brynard & Brynard, Vonnisskuldeiser se Prokureurs, Albie de Waalstraat 16, Brackenfell. (Verw. J. J. Brynard/jb/S561.)

Saak 1/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Jan Hendrik de Klerk**, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 20 Februarie 1995 sal die ondervermelde eiendomme geregteelik verkoop word aan die hoogste bieder op die plaas Skilpad (geleë plus minus 70km wes van Olifantshoek op die Pearsonshunt pad), distrik Olifantshoek op Woensdag, 7 Junie 1995 om 10:00:

Sekere plaas Skilpad 614, geleë in die afdeling van Kuruman, groot 2 928,1118 hektaar.

Sekere Resterende Gedeelte van die plaas Nick 618, geleë in die afdeling Kuruman, groot 1 082,3527 hektaar.

Sekere Gedeelte 1 van die plaas Tsalakulu 615, geleë in die afdeling Kuruman, groot 132,2189 hektaar.

Gehou: Aldrie eiendomme word gehou kragtens Akte van Transport T189/1975.

Die verbeterings op die eiendomme bestaan uit 'n vierslaapkamer woonhuis asook 'n tweede woning, stoor, nege boorgate (Kalahari Pyplyn) en 34 kampe wat jakkalsdig omhein is maar niks word in hierdie verband gewaarborg nie.

Tien persent (10%) van die koopprijs met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Olifantshoek en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **ABSA Bank Beperk**, handel drywende as United Bank, Eiser, en **A. E. A. MacKenzie**, Eerste Verweerder, en **S. MacKenzie**, Tweede Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 14 Februarie 1995 sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 15 Junie 1995 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 6003, in die munisipaliteit Uitenhage en afdeling Uitenhage, groot 1 103 (eenduisend eenhonderd en drie) vierkante meter, gehou kragtens Transportakte T91666/93, geleë te 72 Ross Gradwellstraat, Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike buite geboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus Balju (afslaers) koste en vir die balans moet 'n aanneembare bank of bouvereniging waarborg aan die Balju voor sien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, 4 Bairdstraat, Uitenhage.

Gedateer te Uitenhage op die 26ste dag van April 1995.

G. P. van Rhyn, vir Minnaar & Kie, Eerste Verdieping, Rhymin-gebou, Republiek Plein, Uitenhage. (Verw. CTAM/tdp/S06068.)

Case 2791/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Ashley Abrahams**, First Judgment Debtor and **Desiree Dawn Abrahams**, Second Judgment Debtor

In pursuance of a judgment granted on 18 May 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 8 June 1995 at 09:00, at Kuils River Court-house:

Description: Erf 4046, Kleinvlei, in the local area of Blue Downs, Stellenbosch Division, in extent two hundred and eighty-two (282) square metres.

Postal address: 47 Sering Close, Kleinvlei.

Improvements: *Dwelling:* Lounge, dining-room, kitchen, three bedrooms bathroom/toilet and shower/toilet (not guaranteed).

Held by Deed of Transfer 6633/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 3rd day of May 1995.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z56078/HVN/Mrs Wolmarans.)

Case 8214/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fundile Ashley Noveve**, Defendant

In pursuance of a judgment dated 29 March 1995 and an attachment on 2 May 1995, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 2 June 1995 at 14:15:

Erf 1386, Motherwell NU6, Phase 2, Administrative District of Uitenhage, in extent 286 (two hundred and eighty-six) square metres, situated at 9 Mozana Street, Motherwell NU6, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges 5% (five per cent) on first R20 000 and 3% (three per cent) on the balance are also payable on date of sale.

Dated at Port Elizabeth on this the 3rd day of May 1995.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 12365/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Municipality of the City of Cape Town**, Plaintiff, and **Mohamed A. Hoosain**, Defendant

The following will be sold in execution on Wednesday, 7 June 1995 at 10:00, on site, to the highest bidder:

Erf 75147, Parkwood, in extent 628 (six hundred and twenty-eight) square metres, held by Deed of Transfer T26740/1988, situated at 18 Hyde Road, Parkwood Estate.

1. The following improvements are reported but not guaranteed: Dwelling: 18 Hyde Road, Parkwood Estate.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,5% (fifteen comma five per cent) per annum, calculated on the Plaintiff'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 or 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 offices of the Sheriff.

Dated at Cape Town on this 26th day of April 1995.

C. & A. Friedlander Inc., Plaintiff's Attorneys, Third Floor, Reader's Digest House, 130 Strand Street, Cape Town. (Ref. Mr C. D. Middlebrook/W36325.)

Case 8198/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank *versus* **Quinton Granville Allies**, and **Dion Arthur Allies**

The following property will be sold in execution by public auction held at Bellville Magistrate's Court, to the highest bidder on 5 June 1995 at 09:00:

Erf 17351, Bellville in the Local Authority of Belhar, Cape Division, in extent 500 (five hundred) square metres, held by Deed of Transfer T90456/93, situated at 1 Bigonia Road, Belhar.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom/toilet/shower. Outbuildings: Detached garage.

3. *Payment*: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (one seven comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days from the date of sale.

Dated at Cape Town on this 3rd day of May 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

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 United 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 8 June 1995 at 09:00:

Erf 5118, Blue Downs in the Local Authority 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*: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (one seven comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days from the date of sale.

Dated at Cape Town on this 3rd day of May 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case 5683/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank *versus* **Jerome Stanley Keown**, and
Karen Ashleen Keown

The following property will be sold in execution by public auction held at 13 Sering Crescent, Kleinvlei, Eerste River, to the highest bidder on 9 June 1995 at 09:15:

Erf 4031, Kleinvlei in the Local Authority of Blue Downs, Division of Stellenbosch, in extent 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T21810/88, situated at 13 Sering Crescent, Kleinvlei, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, two bedrooms, bathroom/shower/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (one seven comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days from the date of sale.

Dated at Cape Town on this 3rd day of May 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case 2845/95

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 **Warren Clayton Thomas**, First Execution Debtor, and **Sowda Thomas**, 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 at 09:00 on Monday, 5 June 1995 in the front of the Kuils River, Magistrate's Court House:

Erf 4190, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, situated at 48 Sandpiper Crescent, Electric City, Blue Downs, measuring three hundred and nineteen square metres, held by Title Deed T75342/94.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth (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 the 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 28th day of April 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z34228.)

10696/93

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 **Thozamile Fannie Basholo**, First Execution Debtor, and **Menzile Nelson Basholo**, 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 Monday, 5 June 1995 at 09:00, in front of the Kuils River, Magistrate's Court-house:

Erf 6256, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, situated at 8 Sunbird Way, Electric City, Blue Downs, measuring 390, held by Title Deed T62791/92.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. $\frac{1}{10}$ (one-tenth) 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 14 (fourteen) 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 28th day of April 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z26589.)

465/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Jeffrey Russell Parker**, First Execution Debtor, and **Lynn Parker**, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Simon's Town, in the above matter a sale will be held on Wednesday, 31 May 1995 at 10:30, in front of the Simon's Town, Magistrate's Court-house:

Erf 869, Noordhoek, in the Local Area of Sunnysdale, situated at 38 Jefferson Road, Sunnysdale, Fish Hoek, measuring 680, held by Title Deed T25723/94.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. $\frac{1}{10}$ (one-tenth) 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 14 (fourteen) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Simon's Town.

Dated at Cape Town on this the 2nd day of May 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z33849.)

Case 22/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **ABSA Bank**, Plaintiff, and **Nobendiba Patricia Mona**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Eastern Cape Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court, Grahamstown, on Wednesday, 7 June 1995 at 10:00, of the Defendant right of leasehold to the undermentioned property on the conditions to be read out at the time of the sale and which conditions may be inspected at the offices of the Sheriff for the District of Albany, 127 High Street, Grahamstown:

Erf 144, Makanaskop, Administrative District of Albany, in extent 290 square metres, held by Certificate of Registered Grant of Leasehold T114/1.

The following improvements are reported but not guaranteed: Three bedrooms, sittingroom, dining-room, bathroom and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance [plus interest thereon at the rate of 17,25% (seventeen comma two five per cent) per annum, calculated from the date of sale to the date of transfer, payable against registration of transfer] to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 days from the date of sale.

Dated at Grahamstown on this 4th day of May 1995.

Whitesides, Plaintiff's Attorneys, 115 High Street, Grahamstown. (Ref. Mr A. M. Nunn.)

Case 007254/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Andrew Brian Purdon**, Defendant

The following property will be sold in execution by public auction held at 2 Fell Close, Table View, to the highest bidder on 8 June 1995 at 11:30:

Erf 3714, Milnerton, in extent 621 square metres, held by T74090/92, situated at 2 Fell Close, Table View.

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 of the Court.

2. The following information is furnished but not guaranteed: Three bedrooms, single garage, dining-room, kitchen and one and a half bathrooms.

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 22,75% (twenty-two comma seven 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 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 8th day of May 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Ref. T. Chase/Mrs Diedericks.)

Saak 7359/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **A. Moses**, Eksekusieskuldeiser, en **S. Pretorius**, Eksekusieskuldenaar

Die volgende vaste eiendom word per openbare veiling in eksekusie verkoop op Maandag, 5 Junie 1995 om 11:00, op die perseel self:

Erf 1562, Touwsrivier, geleë te Pienaarstraat 20, Touwsrivier, in die gebied van die Worcester Plaaslike Oorgangsraad, Afdeling van Worcester, Provinsie Wes-Kaap.

Die verkoping sal voetstoots geskied aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig, asook aan die verkoopvoorwaardes en bepalings van die toepaslike transportakte(s). Die koper sal 10% (tien persent) van die koopsom onmiddellik ná die veiling in kontant aan die Balju/Afslaer betaal; die saldo van die koopsom, tesame met rente daarop teen die maksimum toegelate koers vanaf die datum van die veiling tot datum van registrasie van transport in die naam van die koper, moet binne 21 (een-en-twintig) dae na datum van die veiling verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg. Die koper sal alle hereregte, oordragsgelde, afslaskommissie, en alle ander verwante koste en/of uitgawes, betaal.

Die volledige veilingvoorwaardes lê ter insae in die kantoor van die Balju, Landdroshof, Stockenströmstraat 32 (d), Worcester, en sal voor die veiling deur die Balju/Afslaer voorgelees word.

Gedateer en onderteken te Worcester op 5 April 1995.

S. H. Kilian, vir J. E. Krige & Seuns, Prokureurs vir Eksekusieskuldeiser, Baringstraat 33, Worcester, 6850. (Verw. AV/ML15.)

Saak 4664/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **A. L. Roux**, Eksekusieskuldeiser, en **A. van Niekerk**, Eksekusieskuldenaar

Die volgende vaste eiendom word per openbare veiling in eksekusie verkoop op Maandag, 29 Mei 1995 om 11:00, op die perseel self:

Erf 6197, Worcester, geleë te Crotzstraat 120, Worcester, in die gebied van die Worcester Plaaslike Oorgangsraad, Afdeling van Worcester, Provinsie Wes-Kaap.

Die verkoping sal voetstoots geskied aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig, asook aan die verkoopvoorwaardes en bepalings van die toepaslike transportakte(s). Die koper sal 10% (tien persent) van die koopsom onmiddellik ná die veiling in kontant aan die Balju/Afslaer betaal; die saldo van die koopsom, tesame met rente daarop teen die maksimum toegelate koers vanaf die datum van die veiling tot datum van registrasie van transport in die naam van die koper, moet binne 21 (een-en-twintig) dae na datum van die veiling verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg. Die koper sal alle hereregte, oordragsgelde, afslaskommissie, en alle ander verwante koste en/of uitgawes, betaal.

Die volledige veilingvoorwaardes lê ter insae in die kantoor van die Balju, Landdroshof, Stockenströmstraat 32 (d), Worcester, en sal voor die veiling deur die Balju/Afslaer voorgelees word.

Gedateer en onderteken te Worcester op 5 April 1995.

S. H. Kilian, vir J. E. Krige & Seuns, Prokureurs vir Eksekusieskuldeiser, Baringstraat 33, Worcester, 6850. (Verw. AV/R72.)

Case 7921/94
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Margaret Lynne Frobos**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 9 Kershout Crescent, The Ridge, Stellenbosch, at 11:00 on Monday, 19 June 1995 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, 137 Dorp Street, Stellenbosch:

Erf 10614, Stellenbosch, in the Municipality and Division of Stellenbosch, in extent 270 square metres, and situated at 9 Kershout Crescent, The Ridge, Stellenbosch.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 63 square metre main dwelling consisting of lounge, kitchen, three bedrooms, bathroom with shower and a water closet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from 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 3rd day of May 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1793/4516.)

Case 1691/94

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

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Theodore Pasqual Gideons**, Execution Debtor

Take notice that the following immovable property will be sold in execution of judgment by public auction without reserve to the highest bidder on 14 June 1995 at 12:00, at the said property, namely:

Erf 13344, Strand situated in the Municipality of Strand, Division of Stellenbosch, Western Cape Province.

Short description of property:

Physical address: 100 Hassan Khan Street, Strand.

Measuring: 299 (two hundred and ninety-nine) square metres.

Improvements: House inter alia with two bedrooms, main bedroom has shower, lounge, dining-room, TV-room, kitchen, separate toilet and bathroom and carport. (These improvements are reported but nothing is guaranteed or to be construed as a representation.)

Material conditions of sale:

1. Full and complete conditions of sale will be read immediately before the sale and are available for inspection at the offices of the Sheriff at 4 Kleinbos Avenue, Strand, and the Judgment Creditors attorney at the address stated hereunder.

2. The sale is subject to the provisions of the Magistrates' Courts Act and rules.

3. *Payment:*

3.1 (a) Onetenth of the purchase price in cash or by means of bank-marked cheque to the Sheriff of the Court, for the account of the Execution Creditor, such payment to be made on the day of the sale.

3.2 (b) The balance of the purchase price to be paid in cash against registration of transfer, which is to be given and taken forthwith. The purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under these conditions of sale.

3.3 (c) In addition, the purchaser shall pay interest to the present bondholder, namely, Saambou Bank Limited, at the current rate of 15,25% (fifteen comma two five per cent) per year calculated on the balance owing under the mortgage bond. Such interest calculated from date of sale to date of registration of transfer shall be paid by the purchaser to the bondholder's attorneys.

Signed at Somerset-West on this 8th day of May 1995.

Ettienne Barnard, for Ettienne Barnard, Attorney for Judgment Creditor, 2 Carmel Court, Dirkie Uys Street, Somerset-West, P.O. Box 3346, Somerset-West, 7129. [Tel. (024) 852-7780/1.] (Ref. EB/lu/S89/CS17.)

Saak 138/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Allan James Albertus**, Eerste Vonnisskuldenaar, en **Karen Albertus**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Wellington in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 13 Junie 1995 om 10:00, te Langhamstraat 8, Wellington, naamlik:

Erf 1946, Wellington, in die munisipaliteit van Wellington, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T22271/86 en geleë te Langhamstraat 8, Wellington.

Die volgende verbeteringe word aangegee maar nie gewaarborg nie:

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

Onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig.

2. Die volle koopprys plus afslaerskommissie is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende B.T.W.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, 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, Paarl.

Gedateer te Paarl hierdie 19de dag van Mei 1995.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 14830/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

In the matter between **NBS Bank Ltd**, formerly Natal Building Society Ltd (Reg No. 87/01384/06), Plaintiff, and **Aaron Joseph Ronnie Stallenberg**, First Defendant, and **Florene Stallenberg**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville and writ of execution dated 1 December 1994, the property listed hereunder, and commonly known as 12 Cauvin Road, Belhar, will be sold in execution in front of the Magistrate's Court, Bellville, on Monday, 5 June 1995 at 14:00, to the highest bidder:

Erf 31877, portion of Erf 31873, Bellville, in the Local Area of Belhar, Cape Division, in extent 277 square metres.

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

Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 20th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1766.)

Case 1523/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Ltd**, formerly Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Nazeem January**, First Defendant, and **Rugaya January**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 15 March 1995, the property listed hereunder, and commonly known as 5 Moorhen Crescent, Electric City, Blue Downs will be sold in execution in front of the Magistrate's Court, Kuils River, on Monday, 5 June 1995 at 09:00, to the highest bidder:

Erf 4397, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, in extent 317 square metres.

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

Single-storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 20th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1918.)

Case 32257/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN**

In the matter between **NBS Bank Ltd**, formerly Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Paul John Blazic**, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 24 March 1993, the property listed hereunder, and commonly known as 125 Pentz Drive, Table View, will be sold in execution at the premises on Tuesday, 6 June 1995 at 12:30, to the highest bidder:

Erf 9156, Milnerton, situated in the Municipality of Milnerton in the Cape Division, in extent 757 square metres.

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

Single-storey residence built of brick with tiled roof, comprising four bedrooms, lounge, TV-room, kitchen, one and a half bathrooms with toilet and double garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1337.)

Case 391/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06) Plaintiff, and **Clifford Titus Bailey**, First Defendant, and **Muriel Rose Bailey**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 7 March 1995, the property listed hereunder, and commonly known as 19 Warbler Way, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Friday, 2 June 1995 at 09:00, to the highest bidder:

Erf 4169, Blue Downs, situated in the Lower Kuils River 1, Local Area, Division of Stellenbosch, in extent 307 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1887.)

Case 279/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06) Plaintiff, and **Johannes Duminy**, First Defendant, and **Maira Magdalene Duminy**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 7 March 1995, the property listed hereunder, and commonly known as 4 Moorhen Crescent, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Friday, 2 June 1995 at 09:00, to the highest bidder:

Erf 4369, Blue Downs, situated in the Lower Kuils River 1, Local Area, Division of Stellenbosch, in extent 312 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1882.)

Case 280/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06) Plaintiff, and **Ismail Crombie**, First Defendant, and **Mowrooda Crombie**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 7 March 1995, the property listed hereunder, and commonly known as 27 Sandpiper Crescent, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Friday, 2 June 1995 at 09:00, to the highest bidder:

Erf 4378, Blue Downs, situated in the Blue Downs Local Area, Division of Stellenbosch, in extent 381 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1878.)

Case 1103/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06) Plaintiff, and **Jacqueline Anthea Damon**, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 7 March 1995, the property listed hereunder, and commonly known as 15 Spoonbill Way, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Friday, 2 June 1995 at 09:00, to the highest bidder:

Erf 4388, Blue Downs, situated in the Blue Downs Local Area, Division of Stellenbosch, in extent 365 square metres.

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

Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom, toilet and single garage.

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 read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1909.)

Case 266/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Mary Magdalene Horne**, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 7 March 1995, the property listed hereunder, and commonly known as 4 Spoonbill Way, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River on Friday, 2 June 1995 at 09:00, to the highest bidder:

Erf 4387, Blue Downs, situated in the Blue Downs Local Area, Division of Stellenbosch, in extent 298 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom, toilet and single garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 12th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1869.)

Case 267/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Cornelius Christians**, First Defendant, **Rosaline Christians**, Second Defendant, and **Katy Christians**, Third Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 16 March 1995, the property listed hereunder, and commonly known as 7 Blumsbury Street, Kleinvllei, will be sold in execution in front of the Magistrate's Court, Kuils River, on Friday, 2 June 1995 at 09:00, to the highest bidder:

Erf 5701, Eerste River, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 400 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 12th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1863.)

Case 69287/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Desmond Vincent Geswindt**, First Defendant, and **Delia Teresa Geswindt**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 1 February 1993, the property listed hereunder, and commonly known as 25 Diemen Road, Grassy Park, will be sold in execution in front of the premises on Thursday, 8 June 1995 at 12:00, to the highest bidder:

Erf 10338, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 452 square metres.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1374.)

Case 4615/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Jakobus Mouton**, First Defendant, and **Katriena Mouton**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville and writ of execution dated 17 March 1995, the property listed hereunder, and commonly known as 21 Bletterman Crescent, Extension 18, Belhar, will be sold in execution in front of the Magistrate's Court Bellville, on Monday 5 June 1995 at 14:00, to the highest bidder:

Erf 32841, Bellville, in the Local Area of Belhar, Cape Division, in extent 230 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 20th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1927.)

Case 7162/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD**

In the matter between **NBS Bank Limited** (formerly Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **Cornelia Elizabeth Coetzee**, Defendant

In pursuance of a judgment of the Magistrate's Court of Goodwood, and writ of execution, dated 6 May 1994, the property listed hereunder, and commonly known as 2 Woodlands Drive, Richwood, will be sold in execution at the premises on Monday, 5 June 1995 at 12:00, to the highest bidder:

Erf 956, Richmond Park, in the Municipality of Milnerton, Cape Division, in extent 514 square metres.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Goodwood, Epping Avenue, Goodwood. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town for this 26th day of April 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1692.)

Case 398/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN**

In the matter between **King William's Town Municipality**, Plaintiff, and **Y. H. Kao**, Defendant

In pursuance of a judgment in the above Honourable Court on 5 April 1995, and a writ of execution dated 5 April 1995, the following immovable property will be sold in execution on 7 June 1995 at 10:10, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 3105, King William's Town, Municipality and Division of King William's Town, in extent 1 438 (one thousand four hundred and thirty-eight) square metres, being 37 Jennings Avenue, King William's Town, held by Deed of Transfer T4103/1988.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this the 3rd day of May 1995.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. G. Wood/lrw.)

Case 2633/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD**

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Basil Subel**, First Defendant, and **Lynette Sharon Subel**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 30 March 1995, the undermentioned property will be sold in execution at the premises on Thursday, 8 June 1995 at 11:00:

Erf 7105, Milnerton, in the Municipality of Milnerton, Cape Division, measuring 596 (five hundred and ninety-six) square metres, held by Deed of Transfer T79611/92, comprising of brick building under asbestos roof, lounge, three bedrooms, bathroom, toilet, kitchen, garage and carport, and known as 24 Van Wagering Street, Bothasig.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 3rd day of May 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 4966/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST**

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Adam Johannes West**, Judgment Debtor

In the execution of the Judgment of the Magistrate's Court, Somerset West, in the above matter, a sale will be held on Tuesday, 20 June 1995 at 11:00, and at the property of the following immovable property:

Erf 7876, Somerset West, in the Municipality of Somerset West, Division of Stellenbosch, in extent 6 971 square metres, held by Deed of Transfer T24914/1991, situated at 24 Meadow Avenue, Somerset West, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom and outbuilding consisting of carport, maids room, bathroom and three store-rooms.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Somerset West, and at the offices of the undermentioned auctioneers:

Michael James Organisation, 63 Victoria Street, Somerset West.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Case 8129/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **Condecor (Pty) Limited**, Plaintiff, and **S. R. Ludick**, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and a warrant of execution dated 4 August 1993, the property listed hereunder and commonly known as 10 Emerald Crescent, Highbury, Kuils River, will be sold in execution on site on Friday 23 June 1995 at 10:00, to the highest bidder:

Erf 8960, Kuils River, in the Municipality of Kuils River, Cape Division, in extent 565 (five hundred and sixty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, bathroom, kitchen, lounge and dining-room.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

Dated at Cape Town this 3rd day of May 1995.

Syfret Godlonton-Fuller Moore Inc., Plaintiff's Attorneys, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town, P.O. Box 695, Cape Town. (Tel. 24-7030, Fax: 24-5801.) (Ref. COLL/EO/75890.)

Case 424/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Mervin Walter Petersen**, First Defendant, and **Muriel Magdalena Petersen**, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Wynberg Courthouse on Thursday, 22 June 1995 at 10:00, namely:

Erf 142137, portion of Erf 83851, Cape Town at Retreat, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent 300 (three hundred) square metres, held by Deed of Transfer T20441/1989, commonly known as 32 Wilmar Street, Retreat.

Which property is said, without warranty as to the correctness thereof, to comprise of brick dwelling consisting of three bedrooms, kitchen, bathroom, lounge, dining-room and tiled roof.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the capital Judgment Creditor's claim for the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 3rd day of May 1995.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/gw/23189.)

Saak 1451/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Wes-Kaapse Streeksdiensteraad**, Eiser, en **P. W. Miller**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Goodwood, gedateer 30 Junie 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te peradres Landdroskantoor, Goodwood, per publieke veiling te koop aangebied op 19 Junie 1995 om 11:00:

Erf 18069, Goodwood, ook bekend as Rangeweg 164, Matroosfontein, Afdeling Kaap, groot 353 vierkante meter, gehou kragtens Transportakte T25749/84.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Goodwood, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddelik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,50% (vyftien komma vyf nul persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Goodwood, en by die kantoor van die bogenoemde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eisers, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/OME749.)

Case 17340/93

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

In the matter between **Trust Bank Limited**, Execution Creditor, and **Mr E. R. Shearon**, Execution Debtor

The following property will be sold in execution by public auction held at 140 King Edward Street, Parow, to the highest bidder on 29 May 1995 at 12:30:

Certain Erf 9695, Parow, in the Municipality of Parow, Cape Town, Division, known as 140 King Edward Street, Parow, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T32961/1988, situated at 140 King Edward Street, Parow.

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 three bedrooms, kitchen, lounge, bathroom, toilet, asbestos roof, two bedroomed flat with kitchen in back garden.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 22,75% (twenty two comma seventy-five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days from the date of sale.

Dated at Goodwood this 28th day of April 1995.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood, 7460. (Ref. P. Avenant/mb/B706.)

Case 26836/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **United Bank**, a Division of ABSA Bank Limited, Plaintiff, and **Simon Ntlanjeni**, First Defendant, and **Tozamile Notty Ntlanjeni**, Second Defendant, and **Ntombizodwa Jane Ntlanjeni**, Third Defendant

In pursuance of a judgment of the Magistrates' Court of Port Elizabeth dated 13 October 1992, and the warrant of execution dated 3 April 1995, the following property will be sold in execution, without reserve, to the highest bidder on 2 June 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the right, title and interest in and to the leasehold over: Erf 878, Motherwell NU6, Phase 1, Administrative District of Uitenhage, in extent 374 square metres, situated at 77 Mlimane Street, Motherwell NU6, Port Elizabeth. Held under Certificate of Right of Leasehold TL1166/90.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

A dwelling-house consisting of lounge, kitchen, three bedrooms and bathroom/w.c./hb.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 3rd day of May 1995.

I. Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX431.)

Case 24946/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Joyce Mokete Ndukwana**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 9 December 1994 the following immovable property will be sold in execution on Friday, 2 June 1995 at 10:00, at the steps of the Magistrate's Court, Matatiele, to the highest bidder:

Erf 342, Matatiele, situated in the Borough of Matatiele, Administrative District of Matatiele, in extent two thousand nine hundred and seventy-four (2 974) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 83 Main Street, Matatiele, which property consists of land improved by a single-storey dwelling-house under block and asbestos roof, comprising three bedrooms, bathroom, w.c., lounge and kitchen. There is a front verandah with an entrance to the reception area. Outbuilding comprises one garage, servants' quarters, stores and w.c.

Material conditions of sale: The purchaser shall pay ten (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Harding, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, Harding and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 12th day of May 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Saak 3663/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale)

In die saak tussen **Meadow Feed Mills (Cape)**, Eiser, en **Oneanate Investments (Pty) Ltd**, handeldrywende as Crest Enterprises, Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 6 Junie 1995 om 10:30, by die eiendom te Dewdaleplaas, Franschhoek, te koop aangebied word:

Erf Gedeelte 2 (gedeelte van Gedeelte 1) van die plaas Bergriviershoek 1145, in die afdeling Paarl, groot 38,1118 hektaar (ag-en-dertig komma een een een agt hektaar), gehou kragtens Transportakte T6493/83 onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf:

Vier woonhuise, store vir teel en prosesering van visse, store vir beskutting van implemente, die plaas is omhein, elektrosiese hek na die plaas, drie sement damme, geleë teen 'n rivier, ten volle toegerus met elektrisiteit.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingsvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Paarl, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju. [Tel. (02211) 2-8057.]

Gedateer te Kaapstad op hede die 11de dag van Mei 1995.

Van der Spuy & Vennote, Prokureurs vir Eiser, Derde Verdieping, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Fax. 418-1329.) (Verw. C. van Breda/rvz.)

Saak 3663/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Kaap die Goeie Hoop Provinsiale)

In die saak tussen **Meadow Feed Mills (Cape)**, Eiser, en **Oneanate Investments (Pty) Ltd**, handeldrywende as
Crest Enterprises, Verweerder

Geliewe kennis te neem dat die ondervermelde eiendomme op 8 Junie 1995 te koop aangebied word:

1. Die onderstaande eiendom sal om 11:30 by die eiendom te Cresta Industria, Factory Park 23ste Straat, Elsiesrivier te koop aangebied word:

Erf 13454, Goodwood in die Munisipaliteit van Goodwood, afdeling Kaap, groot 1,4719 hektaar (een komma vier sewe een nege hektaar), gehou kragtens Transportakte T32876/71 en onderhewig aan die voorwaardes daarin vervat. Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf:

1. Staal struktuur (fabriek) onderverdeel in drie (3) dele soos volg:

1.1 D1 tot D8;

1.2 E1 tot E10;

1.3 F1 tot F12.

Die volgende dele is huidiglik nie geokkupeer nie:

(i) E4, (ii) E5, (iii) F3, (iv) F5, (v) F6, (vi) F7, (vii) F11.

Die onderstaande eiendom sal om 12:15 by die eiendom te Cresta Industria, Factory Park, 23ste Straat, Elsiesrivier te koop aangebied word:

Erf 13455, Goodwood, in die Munisipaliteit van Goodwood, Afdeling Kaap, groot 1,0918 hektaar (een komma nul nege een agt hektaar), gehou kragtens Transportakte T32876/71 en onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf:

1. Staal struktuur (fabriek) onderverdeel in twee (2) dele soos volg:

1.1 B1 tot B14;

1.2 C (ongeokkupeer).

Die volgende dele is huidiglik nie geokkupeer nie:

(i) B5, (ii) B9, (iii) B13.

III Die onderstaande eiendom sal om 13:00, by die eiendom te Cresta Industria, Factory Park, 23ste Straat, Elsies River te koop aangebied word:

Erf 13456, Goodwood, in die Munisipaliteit van Goodwood, afdeling Kaap, groot 9 422 vierkante meter (nege vier twee twee vierkante meter), gehou kragtens Transportakte T32876/71 en onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf:

1. Staal struktuur (fabriek) onderverdeel in twee (2) dele soos volg:

1.1 A1 tot A11;

1.2 G (ongeokkupeer).

Die volgende dele is huidiglik nie geokkupeer nie:

(i) A5, (ii) A11.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingsvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Goodwood, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju. [Tel. (021) 948-8326.]

Gedateer te Kaapstad op hede die 11de dag van Mei 1995.

Van der Spuy & Vennote, Prokureurs vir Eiser, Derde Verdieping, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Fax. 418-1329.) (Verw. C. van Breda/rvz.)

Case 25125/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Christiaan Lambert Pass Fourie**,
Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 27 June 1995 at 14:00, and at the property of the following immovable property:

Erf 10127, Milnerton, in extent 688 square metres, held by Deed of Transfer T3760/85, situated at 8 Wessels Road, Bloubergstrand, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A dwelling consisting of lounge, dining-room, three bedrooms, kitchen, with built-in cupboards, two bathrooms, pool and double garage.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town, and at the offices of the undermentioned auctioneers: Claremart Auctioneers, 21 Paardeneiland Road, Paardeneiland, Cape.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Building, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Saak 35/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Noord-Kaapse Afdeling)

In die saak tussen **United Bank**, Eiser, en **Hendrik Swak**, Eerste Verweerder, en **Christina Swak**, Tweede Verweerder

In navolging van 'n vonnis gedateer 30 Maart 1995, en 'n lasbrief tot eksekusie teen onroerende goedere, gedateer 31 Maart 1995, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van Kimberley, op Donderdag, 8 Junie 1995 om 10:00, te die kantore van die Balju te Woodleystraat 36, Kimberley, naamlik:

Sekere Erf 17698, Kimberley, geleë in die stad en distrik Kimberley, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, beter bekend as Begoniastraat 25, Pescodia, Kimberley.

Verkoopvoorwaardes: Die eiendom word kontant verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprijs betaalbaar in kontant, onmiddellik na die verkoping en die balans van die koopprijs moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg, die veiling.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju, Kimberley.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

NATAL

Case 9525/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Plaintiff, and **Sipho Richard Sithole**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 10 February 1995 in the abovenamed suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central, at Supreme Court-house, Masonic Grove, Durban, on Friday, 2 June 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 21 Stafmayer House, Beach Grove, Durban, namely:

Subdivision 25 (of 2) of Lot 639, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 772 (seven hundred and seventy-two) square metres, which property is physically situated at 19 Rockcliff Road, Seaview, 4094, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T19223/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, kitchen, study, four bedrooms, bathroom/toilet and shower/toilet. *Outbuildings:* Garage, carport, four rooms and shower/toilet. *Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 7th day of April 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/U072/006995/Mrs Chelin.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Plaintiff, and **Sipho Ernest Ndlovu**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 10 February 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central, at the front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 2 June 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 21 Stafmayer House, Beach Grove, Durban, namely:

Subdivision 9 of Lot 117, Sea View, situated in the City of Durban, Administrative District of Natal, in extent eight hundred and twenty-one (821) square metres, which property is physically situated at 31 Louch Place, Bellair, Seaview, 4073, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T26877/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/shower and toilet. *Outbuildings:* Garage, room and toilet. *Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 7th day of April 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/A332/005712/Mrs Chelin.)

Case 8119/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mrs Zanele Mary Khumalo**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on 9 February 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban Central, in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 2 June 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 21 Stafmayer House, Beach Grove, Durban, namely:

(a) Section 6 as shown and more fully described on Sectional Plan SS 59/87, in the scheme known as Arusha in respect of the land and building or buildings situated at Durban, Local Authority Area of Durban, of which section the floor area, according to the said sectional plan, is 38 (thirty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; which property is physically situated at 22 Arusha, 53 St Georges Street, Durban, 4001, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST16474/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of entrance passage, lounge/sleeping recess, kitchen and bathroom/toilet. *Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum from 1 October 1994 to 31 October 1994 and at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 11th day of April 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.] (Docex 71.) (Ref. CMK/040631/016/Mrs Chetty.)

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 **Trevor Wayne Strydom**, First Defendant, and **Crista Cornelia Strydom**, formerly Jacobs, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 2 June 1995 at 10:00:

Description: Section 12 as shown and more fully described on Sectional Plan SS22/89 in the scheme known as "Autumn Woods" in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area according to the said sectional plan is 111 (one hundred and eleven) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST7001/93; and an exclusive use area being described as G12, measuring 31 (thirty-one) square metres being as such part of the common property, comprising the land and the scheme known as "Autumn Woods" in respect of the land and building or buildings situated at Durban, City of Durban, as shown and more fully described on Sectional Plan SS22/89, held under Notarial Deed of Cession SK1274/93.

Physical address: 12 Autumn Woods, 81 Alamein Avenue, Woodlands, Natal. *Zoning:* Special Residential.

The property consists of the following: Duplex (cement under tiled roof), garage attached to duplex, two bedrooms, bathroom with bath, basin, shower and toilet, lounge (carpeted), dining-room (tiled), kitchen (with fitted cupboards). There are no servants' quarters. The property is fully fenced with a concrete fence. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 24th day of April 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8307/mvr.)

Case 72153/94

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 **Themba Bhékuyise Ndlovu**, First Defendant, and **Nomusa Gertrude Ndlovu**, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 24 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 9 June 1995 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, without reserve:

Property description: Lot 102, Inanda Glebe, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent 896 (eight hundred and ninety-six) square metres held under Certificate of Ownership TE 23351/92 subject to the conditions therein contained. *Physical address of property:* Lot 102, 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.

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 to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court Building, Moss Street, Verulam.

Dated at Durban this 26th day of April 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. SWA/RH/27T3816/A4.)

Case 84343/94

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 Goodwill Fihlela**, Defendant

In pursuance of a judgment of the Magistrate's Court Durban, dated 6 February 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 9 June 1995 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, without reserve:

Property description: Lot 505, Inanda Glebe, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent 445 (four hundred and forty-five) square metres which he owns under Certificate of Registered Grant of Leasehold TL345/91 subject to the conditions therein contained: *Physical address of property:* Lot 505, 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.

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 to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court Building, Moss Street, Verulam.

Dated at Durban this 26th day of April 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. SWA/RH/27T3839/A4.)

Saak 113/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Sizwe Justice Mahlangu**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 10 Februarie 1995, sal die ondervermelde eiendom op 7 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Site D6826, Madadeni.

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 koopprijs is betaalbaar in kontant of 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 17de dag van Maart 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 114/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Lindiwe Peggy Gama**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 8 Februarie 1995, sal die ondervermelde eiendom op 7 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Site D6842, Madadeni.

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 Yorkstraat 36, Newcastle, en is onder andere die volgende:

1. Die koopprijs is betaalbaar in kontant of 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 17de dag van Maart 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 153/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Khoshi Simon Sethole**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 10 Februarie 1995, sal die ondervermelde eiendom op 7 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 3926, Unit C, 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 koopprijs is betaalbaar in kontant of 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 17de dag van Maart 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 2214/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Sdumo Reply Gumede**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 23 Februarie 1995, sal die ondervermelde eiendom op 7 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit D7200, Madadeni.

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 koopprijs is betaalbaar in kontant of 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 17de dag van Maart 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 1954/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Hlwempi David Khumalo**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 24 Februarie 1995, sal die ondervermelde eiendom op 7 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 90, 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 koopprijs is betaalbaar in kontant of 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 17de dag van Maart 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 2814/89

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Thembinkosi Edward Buthelezi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 27 Februarie 1995, sal die ondervermelde eiendom op 7 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 1289, Madadeni.

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 of 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 17de dag van Maart 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 6780/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Richard Winston Grannum**, First Defendant, and **Amelia Grannum**, 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, Court House Road, Port Shepstone, on Friday, 2 June 1995 at 09:00:

Description: Lot 28, Shelly Beach, situated in the Borough of Shelly Beach and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 103 (one thousand one hundred and three) square metres, held under Deed of Transfer T16835/1991.

Physical address: 28 Frere Road, Shelly Beach, Natal.

Zoning: Special Residential.

The property consists of the following: Brick with slate roof, enclosed veranda, entrance hall, lounge, two bedrooms, bathroom, kitchen, scullery, dining-room, TV-lounge, bedroom, double garage with store-room and swimming-pool. *Upstairs:* Main en suite, sewing-room and bedroom. *Servants' quarters:* Room with shower and toilet. Separate toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts' Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Rivierview Road, Swinich Port, Natal.

Dated at Durban this 4th day of April 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/R. 683/mvr.)

Case 2060/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bethuel 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 2 June 1995 at 11:00, by Sheriff of the Magistrate's Court, 5 Bishop Street (behind Masonic Lodge), Camperdown, to the highest bidder for cash, without reserve:

Ownership Site C1070, in the Township of Mpumalanga, District of Mpumalanga, Natal, in extent 325 (three hundred and twenty-five) square metres, represented and described on Deed of Grant G9677/87.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Site C1070, in the Township of Mpumalanga, District of Mpumalanga, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 26th day of April 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. RNS/myb/42/K0102/B4.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Isimanga Homes**, Plaintiff, and **Rodgers Archibald Zimele Ngcobo**, 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 in front of the Magistrate's Offices, Ndwedwe, on Tuesday, 30 May 1995 at 10:00:

Description:

1. Subdivision 128 (of 77) of the farm Piezang Revier 805, situated in the Administrative District of Natal, in extent 1,2117 (one comma two one one seven).
2. Subdivision 129 (of 77) of the farm Piezang Revier 805, situated in the Administrative District of Natal, in extent 1,3102 (one comma three one zero two), held under Deed of Transfer T15402/77.
3. Subdivision 364 (of 36) of the farm Groeneberg 844, situated in the Administrative District of Natal, measuring 5,3430 (five comma three four three zero) hectares, held under Deed of Transfer T5566/84.
4. Subdivision 307 (of 1) of the farm Piezang Revier 805, situated in the Administrative District of Natal, in extent 4 047 (four thousand and forty-seven) square metres, held under Deed of Transfer T1427/78.
5. Subdivision 112 (of 77) of the farm Piezang Revier 805, situated in the Administrative District of Natal, in extent 1,6288 (one comma six two eight eight) hectares.
6. Subdivision 1 of the farm Groenerivier 14332, situated in the Administrative District of Natal, in extent 21,5613 (two one comma five six one three) hectares.
7. Subdivision 89 of 11 of the farm Riet Rivier 842, situated in the Administrative District of Natal, in extent 4,5045 (four comma five zero four five) hectares.
8. Subdivision 27 (of 16) of the farm Piezang Revier 805, situated in the Administrative District of Natal, in extent 1,9747 (one comma nine seven four seven) hectares, held under Deed of Transfer T19446/74.
9. Subdivision 112 is subject to an Expro 533/89, whereby 566 square metres has been expropriated by the Natal Roads Department Vide Plan E15246, dated 26 September 1989.
10. Subdivision 1—Cession of a road servitude in favour of the Minister of Regional and Land Affairs Vide K716/1992.

Physical address: Inanda Mission Station, Inanda, Natal.

Zoning: Special Residential.

The properties consists of the following:

Subdivision 112 (of 77) (property in extent of 1,6288 hectares): One double storey face brick/plaster and tile dwelling (304 square metres) consisting of kitchen, dining-room, lounge, five bedrooms, three bathrooms and three toilets. Outbuilding consists of double garage, municipal electricity, water supply and sanitation.

Improvements: Three compounds comprising of 20 rooms built with asbestos and block. One building hollow block under tile comprising of three bedrooms, lounge, kitchen, dining-room, two toilets and two bathrooms. Outbuildings consists of double garage.

Subdivision 307 of 1 No. 805: One brick and tile building consisting of eight bedrooms, two toilets, two bathrooms, kitchen, lounge, dining-room, TV-room and study. Outbuildings consists of double garage and paved entrance.

Improvements: A doctor's surgery, tavern, butcher shop and post office \pm 150 squatters. The whole area is fenced. Electricity and water.

All other properties are undeveloped and have numerous squatters on them.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts' Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Main Building, Main Street, Ndwedwe, Natal.

Dated at Durban this 26th day of April 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/S. Wallace.)

Case 3195/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Thamsanqa Blessing Msomi**, First Defendant, and **Delisile Gloria Msomi**, Second Defendant

1. The following property shall be sold by the Sheriff, Durban Central, on 2 June 1995 at 10:00, on the steps of the Supreme Court, Supreme Court Building, Masonic Grove, Durban, to the highest bidder without reserve:

A unit consisting of section 36 as shown and more fully described on sectional plan SS24/1986, in the scheme known as Albany Centre, in the respect of the land or building or buildings situated in Durban Local Authority of Durban of which the floor area according to the said sectional plan is 45 (forty-five) square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Deed of Transfer ST11215/92, which section has a physical address known as 54 Albany Centre, Albany Grove, Durban.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The land on which the said building/s are erected is zoned general business par 8 (four permitted for residential);

2.2 the property comprises a residential flat, the dimensions and plan which are set out on the said sectional plan, and which comprises lounge (with partitioned sleeping area), kitchen, bathroom with w.c.

3. Terms:

3.1 The purchaser shall be bound by the provisions of and the rules made under Sectional Titles Act (66/1971) or (95/1986) as amended or as substituted and as applicable;

3.2 the successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 (twenty thousand rand) of the price and 3% (three per cent) on the balance, with a maximum of R6 000 (six thousand rand) plus VAT payable thereon] in cash or by bank or bank-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, Durban Central, 21 Stafmeyer House, Beach Grove, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 25th day of April 1995.

J. M. Koch, for John Koch & Company, Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1063/D11.)

Saak 3809/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Boizi William Maphanga**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 23 Februarie 1995 sal die ondervermelde eiendom om 10:00 op 7 Junie 1995, in die kantoor van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit F1680, Madadeni.

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 of 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 17de dag van Maart 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 4131/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Robert Anthony McLeod Odell**, 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 hall of the Magistrate's Court, 22 Chancery Lane, Pinetown, at 10:00 on Friday, 2 June 1995:

Description: Lot 2904, Westville Extension 29, situated in the Borough of Westville, Administrative District of Natal, in extent one thousand nine hundred and forty-five (1 945) square metres, held under Deed of Transfer T18712/93. *Physical address:* 16 Albizia Place, Westville, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising lounge, kitchen, three bedrooms, bathroom and toilet.

The outbuildings comprise garage, servant's room and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and 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 13th day of April 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban. (Ref. Mr J. A. Allan/S.7562/mvr.)

Case 713/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited (Number 86/04794/06)**, Plaintiff, and **Miss Nombeka Monica Mantshongo**, First Defendant, and **Miss Khabonina Tessa Sharon Sithole**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 22 February 1995, in the above-mentioned suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central at Supreme Court-house, Masonic Grove, Durban, at 10:00 on Friday 2 June 1995, on conditions which will be read out by the Sheriff before the sale, and which conditions are in possession of the Sheriff and may be inspected at his office at 21 Stafmayer House, Beach Grove, Durban, namely:

Remaining Extent of Subdivision 10 of Lot 651, Sea View, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu, Natal, in extent 667 (six hundred and sixty-seven) square metres, which property is physically situated at 46/48 Monument Road, Sea View 4094, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T31519/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tiled dwelling consisting of two lounges, two dining-rooms, two kitchens, two toilets, two bathrooms, three bedrooms. *Outbuildings:* Two garages, toilet/shower and pool.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 12th day of April 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/U072/009491/Mrs Chelin.)

Case 84/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited (No. 86/04794/06)**, Plaintiff, and **Ivan August Roux**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 10 February 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central at the front entrance of the Supreme Court-house, Masonic Grove, Durban, on Friday, 2 June 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 21 Stafmayer House, Beach Grove, Durban, namely:

(a) Section 8, as shown and more fully described on Sectional Plan SS131/87, in the scheme known as Moorlands, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, province of KwaZulu/Natal, of which section the floor area according to the said sectional plan, is 66 (sixty-six) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan.

Which property is physically situated at 8 Moorlands, 158 Moore Road, Durban, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST9332/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a Sectional Title Unit consisting of lounge, dining-room, kitchen, bedroom, bathroom, toilet and parking bay.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 11th day of April 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/A332/007846/Mrs Chelin.)

Case 59759/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nithianundhan Moorgas Moodley**, First Defendant, and **Shamane Moodley**, Second Defendant

In pursuance of a judgment granted in the Magistrate's Court, Durban, on 5 October 1993, and a writ of execution duly issued the immovable property listed hereunder will be sold in execution, on 9 June 1995 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description of property: Lot 332, Briardale, situated in the City of Durban, Administrative District of Natal, in extent 236 square metres.

Postal address: 36 Wandale Place, Briardale, Newlands West, Durban.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge, dining-room, kitchen, toilet and bathroom.

Zoning: Residential Area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, Inanda Area 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this 11th day of April 1995.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. RDP/Mr Archary/sg/893.)

Case 8045/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Jacobus Albertus Coetzee**, First Defendant, **Frank Edwin du Toit**, Second Defendant, and **Esithebe Home Appliance (Proprietary) Limited**, Third Defendant

In pursuance of a judgment granted on 8 September 1994, in the above Honourable Court and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 9 June 1995 at 09:00, in front of the Magistrate's Court Building, Mtunzini:

The property are described as follows:

1. Lot 57, Tugela Mouth, situated in the development area of Tugela Mouth, Administrative District of Natal, measuring 3 216 (three two one six) square metres.

Street address: Lot 57, Tugela Mouth.

Improvements: A dwelling of plastered brick under concrete tiles comprising lounge/dining area, enclosed verandah, kitchen, bathroom, separate toilet and shower and three bedrooms.

An outbuilding of concrete block under corrugated iron roof comprising a three bay garage.

A second outbuilding of brick under tile comprising a servant's room, ablutions and a single garage.

2. Lot 58, Tugela Mouth, situated in the development area of Tugela Mouth, Administrative District of Natal, measuring 3 160 (three one six zero) square metres.

Street address: Lot 58, Tugela Mouth.

Improvements: A dwelling of plastered brick under concrete tiles with ducted air-conditioning, comprising of kitchen, dining area, bathroom, four bedrooms (main bedroom with bathroom en-suite), lounge and enclosed verandah.

An outbuilding of brick under tiles, corrugated iron and asbestos comprising two double garages, two servants' rooms and shower and toilet.

A second outbuilding, a rondavel of concrete brick under thatched comprising a room with toilet and basin.

Swimming-pool with slasto surround.

Zoning: Residential (the nature, extent, condition and the existence of the improvements to both the properties are not guaranteed and are sold voetstoots).

1. The properties will be sold individually and the sale shall be subject to the Supreme Court Act No. 59 of 1959, as amended and the rules of Court made thereunder.

2. No bid for less than R100 (one hundred rand) shall be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneers charges in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days from the date of the sale.

4. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen percent) per annum to the Execution Creditor on the amount to be awarded to the Execution Creditor in the plan of distribution from the date of sale to date of registration of transfer.

5. The transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and all other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 8 Hulley Avenue, Mtunzini [Tel. (0353) 40-1750] or at the offices of the attorneys for the Execution Creditor.

Dated at Durban this 11th day of April 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Street, Durban. [Tel. 304-6861.] (Fax. 305-1225.) (Ref. Mr R. Monk/LM/16N349149.)

Case 3264/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Execution Creditor, and **Amos Mandla Dlamini**, Execution Debtor

In pursuance of a judgment granted on 19 November 1993, in the Court of the Magistrate in Port Shepstone, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 June 1995 at 09:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land being Site A2132, in extent three hundred and seventy-two (372) square metres situated in the Township of Gamalakhe in the County of Alfred, held by Deed of Grant G4093/86 dated 10 June 1986 and registered on 16 March 1993 and represented and described on General Plan B.A. 15/1970.

Improvements: Dwelling under brick and cast-iron consisting of two bedrooms, kitchen, bathroom, separate lounge and single garage under construction incomplete.

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) 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 Court Sheriff within fourteen (14) 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 of law.

The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Dated at Margate this 11th day of April 1995.

W. G. Robinson, for Robinson & Associates, Lot 3159, Boyes Lane, P.O. Box 1034, Margate, 4275. (Ref. Colls/KB/K214.)

Case 1320/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Boy Joseph Msibi**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 15 June 1995 at 10:00, at the Magistrate's Court, Reinhold Street, Melmoth:

1. (a) *Deeds office description:* Ownership Unit B91, situated in the Township of Ulundi, District of Mahlabatini, in extent 1 450 (one thousand four hundred and fifty) square metres.

1. (b) *Street address*: Unit B91, Ulundi Township.
 1. (c) *Property description* (not warranted to be correct): Single storey block under tile roof dwelling comprising of four bedrooms, lounge, dining-room, kitchen, two bathrooms and garage. The property is fully electrified and on main sewerage.
 1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemptions. Zoned Residential.
 2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Reinhold Street, Melmoth.
 3. The sale shall be by public auction without reserve to the highest bidder.
- Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/aeh/587/93 (05/K599/587.)]

Case 311/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Number 86/04794/06), Plaintiff, and **Mrs Maria Odette Teixeira**, First Defendant, **Mr Joao Pedra**, Second Defendant, **Mr Francisco Gomes da Costa**, Third Defendant, **Mr Manuel Alberto Pedra**, Fourth Defendant, **Mr Carlos Pita Teixeira**, Fifth Defendant, **Mr Luis Cesaro Fernandes Pedra**, Sixth Defendant, **Mr Antonio Andre Pita Teixeira**, Seventh Defendant, **Mr Felipe Carlos Pedra**, Eighth Defendant, and **Mr Arlendo Pita Teixeira**, Ninth Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 18 March 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Port Shepstone, at the front of the Magistrate's Court, Port Shepstone, on Friday, 2 June 1995 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 20 Riverview Road, Sunwich Port, 4230, namely:

(a) Section 4 as shown and more fully described on Sectional Plan SS140/89, in the building or buildings known as Beau Geste situated at Township of Port Edward of which the floor area, according to the said sectional plan, is 198 (one hundred and ninety-eight) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan, which property is physically situated at 5 Beau Geste, Golf Course Road, Port Edward, 4295, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST140/89(4).

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of entrance porch, lounge/dining-room, kitchen, three bedrooms, bathroom and toilet/shower. *Outbuildings*: Staffroom, toilet/shower used as fourth guest room and garage.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 19th day of April 1995.

Brown Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U016/027903/Mrs Chelin.)

Case 1563/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bafanyana Mkhize**, Defendant

In pursuance of a judgment on 28 March 1995 in the Supreme Court of Durban, and under a writ of execution issued thereafter the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 June 1995 at 11:00, at the Sheriff's Salerooms, 5 Bishop Street, Camperdown:

Description of property: Site C982, Mpumalanga, Administrative District of Mpumalanga in extent four hundred and twenty-three (423) square metres.

Physical address: C982, Mpumalanga.

Improvements: Concrete block under asbestos roof comprising of two bedrooms, kitchen, lounge, cum dining-room, toilet with bathroom, has concrete wall on three sides around building.

Zoning: Residential.

Nothing in the above is guaranteed.

The purchaser shall be required to pay a ten per cent (10%) deposit of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to the Sheriff within fourteen (14) days after date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 5 Bishop Street, Camperdown.

Dated at Durban on this 3rd day of May 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 9-12th Floors, First National Bank Building, corner of Field and Smith Streets, Durban. [Ref. Mrs Perumaul/CG42S556035(35).]

Case 787/89

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **M. J. Dlamini**, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 12 September 1989 the writ of execution dated 12 September 1989, the immovable property listed hereunder will be sold in execution on 2 June 1995 at 11:00, at the Sheriff, Camperdown's Sale-room, 5 Bishop Street, Camperdown, to the highest bidder:

Lot D1593, Mpumalanga Township, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent 315 (three hundred and fifteen) square metres, and held under Deed of Transfer T9078/87.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 14,5% (fourteen comma five per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Camperdown, immediately prior to the sale may be inspected at his office at 5 Bishop Street, Camperdown.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/kdb/K1L/90.)

Case 27287/93

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

In the matter between **Boland Bank Ltd**, Plaintiff, and **Bhekumuzi Phillip Makhathini**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 4 January 1994 and writ of execution dated 4 January 1994, the immovable property listed hereunder will be sold in execution on Friday, 2 June 1995 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 2086, Imbali 2, situated in the Township of Edendale, Pietermaritzburg, in extent two hundred and ninety-seven (297) square metres, indicated on Plan 72/1980 and held under Deed of Grant 00009855.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 16,25% (sixteen comma two five per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. B974L/gd.)

Case 20495/93

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

In the matter between **Trust Bank of Africa Limited**, Plaintiff/Execution Creditor, and **Hansraj Parmanand**, Defendant/Execution Debtor

In accordance with a judgment of the above Court, the following property will be sold on 31 May 1995 at 11:00, by the New Hanover Sheriff (Magistrate's Court), KwaZulu/Natal, at his offices, Main Road, Dalton:

Subdivision 72, of the farm Spitzkop 1129, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent 3,024 hectares, together with improvements (if any).

Full sale conditions may be inspected at the said Sheriff's offices or with the undersigned.

Dated this 5th day of May 1995.

P. Odendaal, for Pierre Odendaal & Co., Plaintiff's Attorneys, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Tel. 342-6770.) (Ref. 057002257 P. Odendaal/SWC.)

Case 2601/88

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **United Building Society Ltd** (No. 86/04794/06), Execution Creditor, and **Mr Vivekdnandhan Narayudu Ponen**, First Execution Debtor, and **Miss Devandrin Narajydu Ponen**, Second Execution Debtor, and **Mr Vythilingum Narayudu Ponen**, Third Execution Debtor, and **Mr Krishna Krishna**, Fourth Execution Debtor, and **Mrs Kistammah Krishna**, Fifth Execution Debtor, and **Mr Soobramoney Narayudu Ponen**, Sixth Execution Debtor, and **Mrs Mariammal Ponen**, Seventh Execution Debtor

In pursuance of a judgment granted on 20 September 1988, 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 Friday, 9 June 1995 at 10:00, in front of the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder:

Description: A certain piece of land being Lot 37, Warrenton, situated in the Borough of Stanger, Administrative District of Natal, in extent nine hundred and eighty-four (984) square metres.

Postal address: 29 Protea Road, Stanger, 4450.

Improvements: Brick under tile dwelling consisting of entrance porch, dining-room, lounge, study, five bedrooms, kitchen, two bathrooms/toilets and verandah. *Outbuildings:* Two rooms, kitchen, bathroom and toilet.

Town-planning zoning: Special Residential 1.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.
4. The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 116 Couper Street, Stanger, or at our offices.

Dated at Durban this 26th day of April 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/Mrs Chelin.)

Case 2616/95

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Gracious Thokozani Makhathini**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 2 February 1995, the writ of execution dated 2 February 1995, the immovable property listed hereunder will be sold in execution on Friday, 2 June 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 3267, Imbali 11, in the Township of Edendale, District of Pietermaritzburg, in extent 297 square metres, held by Deed of Grant 0009761.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.
2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.
3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% (seventeen per cent) per annum to date of payment.
4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/658/gd.)

Case 3630/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **United Bank** (a Division of ABSA Bank Limited) (No. 86/04794/06), Execution Creditor, and **Stand Two Nought Two One Impi Road (Proprietary) Limited** and **Johan Christiaan Burger**, Execution Debtors

In pursuance of a judgment granted on 19 January 1995 in the Court of the Magistrate, Port Shepstone, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 June 1995 at 10:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land being Lot 2021, Ramsgate, situated in the Ramsgate Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 2 407 square metres.

Postal address: Impi Road, Ramsgate, also known as Lot 201, Ramsgate.

Improvements: Dwelling consisting of: *Upstairs:* Verandah around house (balcony), kitchen and scullery, study, open plan lounge and dining-room, bedroom and dress-room and bathroom en suite. *Top floor:* Enclosed verandah converted into bar. *Downstairs:* Entrance hall, entertainment room with walk-in cupboard, bedroom and bath en suite, bedroom, small courtyard, braai area with pool and servant's room with toilet and shower. *Outbuilding:* Consisting of double garage, servant's room with shower and toilet.

Town-planning zoning: Residential.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff, within 14(fourteen) days after the date of sale.
 3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
 4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
 5. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.
- Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban, 4001. (Ref. M. C. H. Nicol/029568.)

Case 3620/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **United Bank** (a Division of ABSA Bank Limited) (No. 86/04794/06), Execution Creditor, and **Govindsamy Govender, and Munniamah Govender**, Execution Debtors

In pursuance of a judgment granted on 12 January 1995 in the Court of the Magistrate, Port Shepstone, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 June 1995 at 10:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land being Lot 1036, Marburg Extension 11, situated in the Marburg Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 129 square metres.

Improvements: Dwelling under brick and tile, consisting of three bedrooms, main en suite, shower basin, toilet, toilet, basin and bath, kitchen, lounge, dining-room and garage. Flatlet consisting of two bedrooms, lounge cum dining-room and bathroom.

Postal address: Corner of Deenvale and Tulip Place, Marburgh, also known as Lot 1036, Marburg.

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff, within 14 (fourteen) days after the date of sale.
 3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
 4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
 5. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.
- Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban, 4001. (Ref. M. Nicol/029574.)

Case 1017/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedperm Bank Limited** (No. 51/00009/06), formerly South African Permanent Building Society, Execution Creditor, and **Ntobizonke Catherine Sithole**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 22 April 1994, the immovable property described as:

Unit A1633, in extent 509 square metres, as shown on General Plan BA15/1970, situated in the Township of Gamalakhe, District of iZingolweni, held under Deed of Grant G4033/87, will be sold in execution on Friday, 9 June 1995 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the

sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT, where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and asbestos, consisting of lounge, two bedrooms, kitchen and bathroom. No outbuildings.

Dated at Port Shepstone on this the 24th day of April 1995.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP040/01NP01540.)

Case 1349/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), Execution Creditor, and **Dudley McIntosh**, First Execution Debtor, and **Lynette McIntosh**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 3 August 1994, the immovable property described as:

Subdivision 2 of Lot 719, Southport, situated in the Borough of Port Shepstone, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 969 square metres, held under Deed of Transfer T13880/92, and situated in McWilliam Road, Southport;

will be sold in execution on Friday, 9 June 1995 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach Inc., the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and asbestos, consisting of two bedrooms, bathroom, kitchen, dining-room, lounge, veranda, servant's toilet and carport.

Dated at Port Shepstone on this the 25th day of April 1995.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP067/01NP01567.)

Saak 1955/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Mbego Jonas Mbongo**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 4 April 1995, sal die ondervermelde eiendom op 7 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Huis C177, 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 of 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 18de dag van April 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 3179/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Caiphas Dumisani Zondo**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 29 Maart 1995, sal die ondervermelde eiendom op 7 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit No. 1928, 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 of 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 18de dag van April 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 1617/95

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 **Stanley Lunga**, First Defendant, and **Duduzile Beauty Lunga**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 2 June 1995 at 10:00:

Description: Subdivision (a subdivision of 9) of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 699 (six hundred and ninety-nine) square metres, held under Deed of Transfer T17790/94.

Physical address: 64 Halifax Road, Woodlands, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey house, cement under tiled roof. Garage separate from the house, three bedrooms, bathroom (bath/basin/toilet - lino floor), lounge (wooden floor), dining-room (wooden floor), kitchen (lino floor/fitted cupboards). Servants' quarters: Separate from house with room and toilet/shower, washing room and two basins outside. One room outside. The property is fully fenced with a concrete fence.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 24th day of April 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8284/mvr.)

Case 677/95

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 **Thomas Khumalo**, First Defendant, and **Priscilla Gabisile Maphisa**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 2 June 1995 at 10:00:

Description: Subdivision 3 of Lot 10, Amanzimtoti, situated in the Borough of Amanzimtoti, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 300 (one thousand three hundred) square metres, held under Deed of Transfer T20264/94.

Physical address: 88 Entombeni Drive, Amanzimtoti, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey house, brick under tile roof dwelling with double garage attached to house, four bedrooms with the main bedroom en suite (with toilet, shower, bath, basin), lounge, dining-room, kitchen, bathroom (shower and basin) and toilet. The outbuildings comprise servants' quarters (toilet and shower).

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 24th day of April 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8154/mvr.)

Case 207/90

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Bhekithemba Buthelezi**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 June 1995 at 10:00, at the Magistrate's Court, Reinhold Street, Melmoth:

1. (a) *Deeds office description:* Ownership Unit B74, situated in the Township of Ulundi, District of Mahlabatini, in extent 1 305 (one thousand three hundred and five) square metres.

(b) *Street address:* Unit B74, Ulundi Township.

(c) *Property description* (not warranted to be correct): Single storey block under tile roof dwelling comprising of two bedrooms, lounge, dining-room, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Reinhold Street, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeH/504/90 (05/K233/504).]

Case 1046/92

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Bruce Noble Vilakazi**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 June 1995 at 10:00, at the Sheriff's Office, 70 Main Street, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1369, situated in the Township of Sundumbili, District of Inkanyezi, in extent 388 (three hundred and eighty-eight) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under tile roof dwelling comprising of lounge, four bedrooms, kitchen, bathroom/toilet and garage. The property is fully electrified and on main sewerage.

(c) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, the Sheriff's Office, 70 Main Street, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. De Ridder/aeh/140/92 (05/k603/140).]

Case 634/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE**

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Zenzeni Ignus Mvelase**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 June 1995 at 10:00, at the Sheriff's Office, 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1912, situated in the Township of Sundumbili, District of Inkanyezi, in extent 341 (three hundred and forty-one) square metres.

(b) *Street address*: Unit B1912, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising lounge, two bedrooms, kitchen and bathroom/toilet. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, the Sheriff's Office, 70 Main Street, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/36/92 (05/K603/36).]

Case 745/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE**

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Mfaniseni Khoza**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 June 1995 at 10:00, at the Sheriff's Office, 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B2223, situated in the Township of Sundumbili, District of Inkanyezi, in extent 360 (three hundred and sixty) square metres.

(b) *Street address*: Unit B2223, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising lounge, bedroom, kitchen and shower/toilet. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, the Sheriff's Office, 70 Main Street, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/342/93 (05/k603/342).]

Case 552/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE**

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Mbhekeni Nicolas Maduma**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 June 1995 at 10:00, at the Sheriff's Office, 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B2567, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under tile roof dwelling comprising lounge, kitchen, bedroom and bathroom. The property is fully electrified and on main sewerage.

(c) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, the Sheriff's Office, 70 Main Street, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/847/94 (05/K603/847).]

Case 1557/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **William Deliweyo Ndaba**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 June 1995 at 10:00, at the Sheriff's Office, 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit A1021, situated in the Township of Sundumbili, District of Inkanyezi, in extent 760,5 (seven hundred and sixty comma five) square metres.

(b) *Street address*: Unit A1021, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising lounge, kitchen, two bedrooms and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, the Sheriff's Office, 70 Main Street, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/567/93 (05/K603/567).]

Case 688/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Elfreda Kubheka**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 June 1995 at 10:00, at the Magistrate's Court, Reinhold Street, Melmoth:

1. (a) *Deeds office description*: Ownership Unit B899, situated in the Township of Ulundi, District of Mahlabatini, in extent 1 393 (one thousand three hundred and ninety-three) square metres.

(b) *Street address*: Unit B899, Ulundi Township.

(c) *Property description* (not warranted to be correct): Vacant land. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Reinhold Street, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/587/93 (05/K599/587).]

Case 2075/90

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bonginkosi Dominie Radebe**, Defendant

In pursuance of judgment granted on 8 July 1991, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 June 1995 at 10:00, the main south entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit M563, in extent 375 square metres, situated in the Township of Umlazi, represented and described on General Plan BA38/1968, held by virtue of Deed of Grant G1908.

Physical address: M563 Umlazi.

Improvements: A single storey brick/plaster and asbestos dwelling (54 m²) comprising kitchen, lounge, two bedrooms, bathroom and w.c., municipal electricity, water supply and sanitation: local authority.

Improvements: Fencing pre cast concrete.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 26th day of April 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z31298/26.)

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Hayden Brett Dunn**, First Defendant, and **Michelle Lorna Dunn**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) given at Pietermaritzburg, on 22 December 1994, the following immovable property will be sold in execution on Friday, 9 June 1995 at 09:00, at the office of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Subdivision 129 of Lot 1254, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 479 square metres, which property is held under Deed of Transfer T27556/89.

The following information is furnished regarding the property but is not guaranteed:

1. The property is situated at 3 Plantree Road, Woodlands, Pietermaritzburg.
2. The property consists of a double-storey dwelling consisting of entrance hall, lounge, dining-room, kitchen, four bedrooms as well as three bathrooms plus parking space for six vehicles and a swimming-pool.

Conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, Pietermaritzburg, within twenty-one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg.

3. The sale shall be subject to a reserve price of R8 000.

Dated at Pietermaritzburg this 12th day of April 1995.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case 1674/94

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

In the matter between **First National Bank of S A Limited**, Plaintiff, and **Ashfaro Properties CC**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) given at Pietermaritzburg, on 22 December 1994, the following immovable property will be sold in execution on Friday, 9 June 1995 at 09:00, at the office of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Remainder of Subdivision 1, of Lot 2795, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 2048 square metres; and

Subdivision 2 of Lot 2796, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 222 square metres, which property is held under Deed of Transfer T7794/90.

The following information is furnished regarding the property but is not guaranteed:

1. The property is situated at 408 Burger Street, Pietermaritzburg.
2. The property consists of a spacious plaster and brick under tile residence comprising entrance hall, lounge, family room, dining-room, six bedrooms, full bathroom, five showers and w.c.'s and suite, dressing-room, kitchen, scullery, laundry and enclosed front verandah as well as servants' quarters and a double car-port.

Conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, Pietermaritzburg, within twenty-one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg.

3. The sale shall be subject to a reserve price of R5 000.

Dated at Pietermaritzburg this 31st day of March 1995.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case 81472/93

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

In the matter between **Ana Capri Body Corporate**, Execution Creditor, and **P. B. Dube**, Execution Debtor

In pursuance of a judgment granted on 18 January 1994, in the Magistrate's Court, for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 8 June 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: Section 16, as shown and more fully described on Sectional Plan SS371/1984, in the building or buildings known as Ana Capri, situated at Durban of which the floor area, according to the said sectional plan is 44 square metres, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan under Deed of Transfer ST1069/1992.

Street address: Flat 16, Ana Capri, 138 St Andrews Street, Durban.

Improvements: One unit comprising of batchelor flat, kitchen, bathroom, toilet and basin, D.C. water and lights.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder:

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 21,75% (twenty-one comma seven five per cent) per annum to the bondholder, First National Bank of S A Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 18th day of April 1995.

Livingston Leandy Inc., 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. W. J. Broome.)

Case 1670/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Basil Allan George**, First Execution Debtor, and **Adrienne George**, Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 30 June 1994, the following immovable property will be sold in execution on 9 June 1995 at 11:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 2008, 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 4,0801 hectares.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Lot 2008, Uvongo.

Upon the property is a dwelling under brick and asbestos consisting of four bedrooms, two bathrooms, lounge, kitchen, scullery, double garage and undercover shed.

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 third day of May 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 281/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Body Corporate of Dumela Holiday Flats**, Execution Creditor, and **P. Zalud**, Execution Debtor

In pursuance of judgment in the Court of the Magistrate of Port Shepstone dated 21 September 1995, the following immovable property will be sold in execution on 9 June 1995 at 11:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Three fiftieths share in section 24, as shown and more fully described on Sectional Plan SS 52/1978, in the scheme known as Dumela Holiday Flats in respect of the land and building or buildings situated at Margate of which section the floor area according to the said sectional plan is eighty-four (84) square metres in extent.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Unit 24, Dumela Holiday Flats, Margate.

Upon the property is section 24, Flat consisting of main bedroom with bathroom en suit, kitchen, bathroom, lounge cum dining-room, balcony and undercover-parking.

Material conditions of sale:

The purchaser shall pay 20% (twenty per centum) 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 4th day of May 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 283/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE**

In the matter between **The Body Corporate of Dumela Holiday Flats**, Execution Creditor, and **N. S. Potgieter**, First Execution Debtor, and **A. M. Potgieter**, Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 21 September 1995, the following immovable property will be sold in execution on 9 June 1995 at 11:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

One fiftieth share in section 25, as shown and more fully described on Sectional Plan SS 52/1978, in the scheme known as Dumela Holiday Flats in respect of the land and building or buildings situated at Margate of which section the floor area according to the said sectional plan is eighty-four (84) square metres in extent.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Unit 25, Dumela Holiday Flats, Margate.

Upon the property is section 24, Flat consisting of main bedroom with bathroom en suit, kitchen, bathroom, lounge cum dining-room, balcony and undercover-parking.

Material conditions of sale:

The purchaser shall pay 20% (twenty per centum) 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 4th day of May 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 5796/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI**

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **Bongani Ishmail Zulu**, Judgment Debtor

In pursuance of a judgment granted on 22 November 1994, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 6 July 1995 at 11:00, in front of the Magistrate's Court Building, Empangeni:

Certain Unit B414, Ngwelezana, District of Enseleni, in extent measuring 375 (three hundred and seventy-five) square metres.

Property (not warranted to be correct).

Description: Single storey dwelling consisting of three bedrooms, bathroom, lounge and kitchen.

Physical address: B414 Ngwelezana.

(i) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(ii) No bid will be acceptable 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 centum) of the purchase price in cash at the time of the sale.

(iii) The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

(iv) The purchaser shall be liable for the payment of interest at the rate of 18,5% (eighteen comma five per centum) per annum to the Execution Creditor from the date of sale to the date of registration of transfer.

(v) Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorneys.

(vi) The full conditions of sale may be inspected at the office 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 2nd day of May 1995.

Christine Wade & Company, Attorneys for the Execution Creditor, Arthur's Building, Union Street, P.O. Box 883, Empangeni, 3880. (Ref. Mr Webster/pae/06/P0073/94.)

Case 5797/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **Thamsanqa Christopher Ndlela**, Judgment Debtor

In pursuance of a judgment granted on 6 January 1995, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 6 July 1995 at 11:00, in front of the Magistrate's Court Building, Empangeni:

Certain Lot 1539, Empangeni Extension 20, situated in the Borough of Empangeni, Administrative District of Natal, in extent measuring 1 043 (one thousand and forty-three) square metres.

Property (not warranted to be correct).

Description: Single storey dwelling consisting of four bedrooms, bathroom, lounge, dining-room and kitchen, garage, roof with tiles and swimming-pool.

Physical address: 6 Richard Gordon Drive, Empangeni.

(i) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(ii) 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 centum) of the purchase price in cash at the time of the sale.

(iii) The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

(iv) The purchaser shall be liable for the payment of interest at the rate of 18,5% (eighteen comma five per centum) per annum to the Execution Creditor from the date of sale to the date of registration of transfer.

(v) Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorneys.

(vi) The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Mtunzini, 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 4th day of May 1995.

Christine Wade & Company, Attorneys for the Execution Creditor, Arthur's Building, Union Street, P.O. Box 883, Empangeni, 3880. (Ref. Mr Webster/pae/06/P0074/94.)

Case 12002/94

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

In the matter between **S Johns & Associates CC**, Execution Creditor, and **Pranitha Dorasamy**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Pietermaritzburg, in the above matter, the under-mentioned property will be sold in execution by the Sheriff, Magistrate's Court, Pietermaritzburg, on Friday, 2 June 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, without reserve to the highest bidder, subject to conditions, which will be read out by the auctioneer at the sale, namely:

Subdivision 155 of Lot 1774, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and ten (310) square metres.

The following information is furnished but not guaranteed:

1. The zoning is Residential and there are no special privileges attaching to the property.

2. The property is situated at 6 Ramlingum Road, Pietermaritzburg.

3. The property has the following improvements erected thereon: Brick under asbestos roof, dwelling-house consisting of three bedrooms, toilet, shower, kitchen, living-room and outside store-room.

4. The detailed conditions of sale in respect of the above property may be inspected at the office of the Sheriff, Magistrate's Court, Pietermaritzburg.

Dated at Pietermaritzburg this 4th day of May 1995.

Tytherleigh & Company, Execution Creditor's Attorney, 504 Trust Bank Building, 29 Timber Street, Pietermaritzburg.

Case 399/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Susan Lynne Hayes**, Plaintiff, and **Eugene van der Berg**, Defendant

In pursuance of judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution, issued thereafter the immovable property listed hereunder will be sold in execution on 9 June 1995 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder:

Property description: Lot 188, Kenhill, situated in the City of Durban, Administrative District of Natal, in extent 1 166 (one thousand one hundred and sixty-six) square metres.

Postal address: 2 Begonia Road, Glenhills, Durban.

Improvements: Main house: Single storey brick/plaster dwelling with tile roof. Two bedrooms, main en suite carpeted floor/built-in cupboards, lounge carpeted floor, dining-room carpeted floor, kitchen tile floor/built-in cupboards, bathroom with bath/wash-basin-toilet, all windows with burglar guards and property fully fenced with precast fencing and steel gate, held by the Defendant in his name under Deed of Transfer T27239/1991.

Nothing above is guaranteed, vacant possession is not guaranteed.

Terms: The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately on the property being knocked down to the purchaser and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Supreme Court within 14 (fourteen) days after the sale.

2. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, 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.

3. 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 Supreme Court, 15 Milne Street, for Durban North. Interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Umhlanga Rocks this 2nd day of May 1995.

Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, P.O. Box 610. Umhlanga Rocks, 4320. [Tel. (031) 561-1011.] (Ref. A. Pearse/amb/H96.) C/o Docex, Founders House, Parry Road, Durban.

Case 12512/92

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Vilasa Rangan and Sarojani Rangan**, Defendants

In pursuance of a judgment granted on 22 December 1992, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 June 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown:

Description: Lot 13, Berkshire Downs, situated in the Borough of New Germany, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 952 (one thousand nine hundred and fifty-two) square metres, held under Deed of Transfer T1888/92.

Postal address: 13 Maidenhead Gardens, New Germany.

Town-planning zoning: Residential.

Improvements (not guaranteed): A brick under tile dwelling consisting of kitchen, dining-room, three bedrooms, bathroom and toilet, servant's quarters, room and shower, swimming-pool and carport.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our offices.

3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.

5. Payment of the Sheriff/auctioneer's fees of five per cent (5%) of the proceeds of the sale, up to the price of R20 000 and thereafter three per cent (3%) to a maximum of R6 000, with a minimum of R200, plus Value-Added Tax, is payable in cash immediately after the sale.

6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.

7. The improvements on the property are as stated above but no guarantees are given in this regard.

8. The purchaser shall be liable for Value-Added Tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on the 3rd day of May 1995.

Morris Fuller & Associates, Plaintiff's Attorneys, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown.
(Ref. Mr Walden/COLLS/F406.)

Case 282/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Body Corporate of Dumela Holiday Flats**, Execution Creditor, and **M. Engelbrecht**, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 21 February 1995, the following immovable property will be sold in execution, on 9 June 1995 at 11:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Three fiftieths share in Section 25 as shown and more fully described on Sectional Plan SS52/1978 in the scheme known as Dumela Holiday Flats in respect of the land and building or buildings situated at Margate of which Section the floor area according to the said Sectional Plan is eighty-four (84) square metres in extent.

The following information is furnished regarding the property (but is not guaranteed): The property is situated at Unit 25 Dumela Holiday Flats, Margate.

Upon the property is Section 25 Flat consisting of main bedroom with bathroom, en suite, kitchen, bathroom, lounge cum dining-room, balcony, undercover parking.

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 4th day of May 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 345/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Marian Elizabeth Cale**, Plaintiff, and **Johanna Elizabeth Moolman**, 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 2 June 1995 at 11:00, to the highest bidder for cash, without reserve, on the Farm itself, directions as follows, travel through Howick, take Curries Post Road. Continue on road for 18 kms taking no turn offs. Pass Curries Post Farm, pass Coach House, the farm is the next farm on the left.

Subdivision 4 of the Farm Thomasville 2120, situated in the Administrative District of Natal, in extent thirty-two comma two zero zero three (32,2003) square metres, held under Deed of Transfer T6023/94.

The following information relating to the property is furnished (but not guaranteed in any way):

1. The property is situated at Wizzley Grange Farm, Curries Post Road, Lions River District, KwaZulu/Natal.

2. The property has been improved by the construction of a dwelling thereon consisting of three bedrooms (mes), two lounges, beautiful pub, massive workshops, small dairy, broiler house, pig pen, two boreholes, two bedroomed cottage, on tar.

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 3rd day of May 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/vmh/myb/C 099.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **J & K Pundit**, Plaintiff, and **J. Royappen**, Defendant

In pursuance of a judgment of the Magistrate for the District of Lower Tugela and a writ of execution dated 19 July 1994, the following immovable property will be sold in execution by the Sheriff of the Court, Stanger on 9 June 1995 at 10:00, at the front entrance to the Magistrate's Court Building, at Couper Street, Stanger:

(a) Section 9 as shown and more fully described on Sectional Plan SS73/1988 in the scheme known as Heights View, in respect of the land and building or buildings situated at Stanger, of which the floor area, according to the said Sectional Plan is 49 square metres in extent.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said plan.

As held by virtue of Certificate of Registered Sectional Title ST73/1988 (9) with Conveyancer's Certificate ST4476/1991 registered 5 June 1991.

Improvements: 11 Heights View is a brick and asbestos dwelling consisting of: Two rooms, kitchen, lounge, toilet and bathroom. The house is situated below another flat.

Nothing in this respect is guaranteed.

Situation: 11 Heights View, Stanger Heights.

Material conditions:

1. 10% (ten per cent) of the purchase price plus the Sheriff's commission shall be paid in cash immediately after the sale and the balance shall be secured within fourteen (14) days after the sale.

2. The property will be sold voetstoots to the highest bidder.

3. The sale shall be subject to the Provisions of the Magistrates' Courts Act and rules made thereunder.

4. The full conditions of sale shall be available for inspection at the offices of the Plaintiff's attorneys and Sheriff of Court, Stanger.

Dated at Stanger on this 28th day of April 1995.

Jay Pundit & Company, Plaintiff's Attorneys, Suite 1, Jay Krishna Centre, 134/6 Rood Street, Stanger.

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

In the matter between **Allied Bank** (a division of ABSA Bank Limited No. 86/04794/06), Plaintiff, and **Balrama Naidu**, First Defendant, and **Armina Naidu**, Second Defendant

In pursuance of a judgment in this action the following immovable property shall be sold in execution on 8 June 1995 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

(a) Section 69, as shown and more fully described in Sectional Plan SS145/1986, in the scheme known as Arnleigh, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which section the floor area according to the sectional plan is 50 (fifty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situated: 504 Arnleigh, 186 Victoria Embankment, Durban.

Improvements: Brick under concrete bachelor flat: Lounge, dining-room and kitchen.

Town-planning: Zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished within 14 days after the date of sale.

2. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

3. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban Central, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban, 4001. (Ref. M Nicol/028441.)

Case 3753/94

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

In the matter between **The New Republic Bank Ltd**, Plaintiff, and **Syed Ismail Amod**, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 19 October 1994 and a warrant of execution, the undermentioned property will be sold in execution on 23 June 1995 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown:

Remainder of Lot 4561, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 7 686 (seven thousand six hundred and eighty-six) square metres known as 498 Montbatten Drive, Reservoir Hills.

The following further details of the property and the improvements thereon are given although the execution creditor does not warrant in any way whatsoever that this information is accurate:

Brick under tile dwelling with lounge, dining-room, kitchen, master bedroom with ensuite, two rooms, toilet/bathroom and prayer room (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

1. The property shall be sold to the highest bidder 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 purchase price upon conclusion of the sale in cash and shall guarantee the balance within 14 (fourteen) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, 62 Caversham Road, Pinetown.

Dated at Ladysmith on this the 4th day of May 1995.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 04N223069/IWG/rg.)

Case 3781/94

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

In the matter between **The New Republic Bank Ltd**, Plaintiff, and **Essop Hoosen Sader**, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 27 December 1994 and a warrant of execution, the undermentioned property will be sold in execution on 20 June 1995 at 10:00, in front of the Magistrate's Court, Keate Street, Ladysmith:

Lot 1898, Ladysmith Extension 1, situated in the Borough of Ladysmith, Administrative District of Natal, in extent 1 006 (one thousand and six) square metres known as 5 Buckingham Street, Ladysmith.

The following further details of the property and the improvements thereon are given although the execution creditor does not warrant in any way whatsoever that this information is accurate:

One dwelling-house comprising of bedrooms, lounge, dining-room, kitchen and ablution facilities (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within 14 (fourteen) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith on this the 4th day of May 1995.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 04N223071/IWG/rg.)

Case 9019/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Boldprops 1091 CC**, No. CK94/08313/23, Defendant

In pursuance of a judgment granted on 6 March 1995 in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 6 June 1995 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban.

Description: A unit consisting of:

(a) Section 24, as shown and more fully described on Sectional Plan SS313/87 in the scheme known as Malgrove, in respect of the land and building situated at Durban, Local Authority Area of Durban, of which the floor area, according to the said sectional plan is 92 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: Flat 61, Malgrove Park, 6 Prospect Hall Road, Durban North.

Improvements: Flat consisting of bedroom with en-suite, bedroom, bathroom, wash basin, toilet, kitchen, lounge, dining-room and balcony.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the auctioneer within 21 (twenty-one) days after the sale to be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for payment of interest at the rate of 18,25% (eighteen comma two five per cent) per annum, to the execution creditor of the respective amount of the award 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 Magistrate's Court, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011649.)

Case 9500/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thulani Kenneth Thwala**, Defendant

In pursuance of a judgment of the above Honourable Court dated 10 March 1995 a sale in execution will be held on Friday, 9 June 1995 at 12:00, at the South Gate, next to the flagpoles at the Umlazi Magistrate's Court, Umlazi, when the following property will be sold by the Sheriff of the Supreme Court for Umlazi, to the highest bidder:

Ownership Unit F721, in the Township of Umlazi, District of Umlazi, in extent 325 (three hundred and twenty-five) square metres, represented and described on General Plan BA18/1966, with the postal and street address of Unit F721, Umlazi.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under asbestos roof dwelling comprising two bedrooms, dining-room, kitchen, bathroom and toilet.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the Umlazi District, Room 4, Block C, V1030, Kwastambu, Umlazi, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this 5th day of May 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.7059/94.)

Case 527/95

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

In the matter between **First National Bank of Southern Africa Limited** (Reg. No. 05/01225/06), Plaintiff, and **Sewchurn Sukkhu**, and **Kowsilla Nirghen**, Defendants

In pursuance of a judgment granted in the above Honourable Court, dated 9 March 1995 and a warrant of execution, the undermentioned property will be sold in execution on 27 June 1995 at 10:00, in front of the Magistrate's Court, Ladysmith:

Lot 3432, Ladysmith Extension 17, situated in the Borough of Ladysmith Administrative District of Natal, in extent 641 (six hundred and forty-one) square metres held under Deed of Transfer T21922/1994.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

110 Khandahar Avenue, Ladysmith.

Dwelling-house comprising bedrooms, lounge, dining-room, kitchen and ablution facilities (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

1. The property shall be sold to the highest bidder 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 purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith on this 8th day of May 1995.

Christopher Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith. (Ref. 03F019059.)

Saak 621/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT SHEPSTONE GEHOU TE PORT SHEPSTONE

In die saak tussen **L. S. McBride**, and **P. J. Terreblanche**, Eiser, en **mnr. G. G. Ebstein**, Verweerder

Ingevolge uitspraak in die Hof van die Landdroshof van Port Shepstone, en lasbrief tot geregtelike verkoping gedateer 5 Mei 1995 sal die ondervermelde goedere op Woensdag, 30 Junie 1995 om 10:00, te Baljukantore, St Johnstraat 11, Malmesbury, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 53, Klipheuwel, 3 3619 hektaar, gehou kragtens Transportakte T59536/88.

Louis Hansmeyer, Margate Sand-gebou, Marinerylaan, Grond Vloer, Margate.

Case 1379/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Wellington Dumisani Ntanzu**, and **Zandile Margaret Ntanzu**, Defendants

In pursuance of a judgment granted on 22 September 1994, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 June 1995 at 10:00, at the main south entrance to the Umlazi Magistrate's Court Building, under the national flagpole, Umlazi.

Description: Ownership Unit No. 1277, in extent 348 (three hundred and forty-eight) square metres, situated in the Township of Umlazi G, and represented and described on General Plan BA7/1967.

Postal address: G1277, Umlazi.

Town-planning Zoning: Residential.

Improvements (not guaranteed): Single storey brick under tile house comprising two bedrooms, dining-room, kitchen and bathroom.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court, Umlazi, or at our offices.

3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within 14 (fourteen) days after the date of sale.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.

5. Payment of the Sheriff/auctioneer's fees of 5% (five per cent) of the proceeds of the sale, up to the price of R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R200, plus Value-Added Tax, is payable in cash immediately after the sale.

6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.

7. The improvements on the property are as stated above but no guarantees are given in this regard.

8. The purchaser shall be liable for Value-Added Tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on this 5th day of May 1995.

Morris Fuller & Associates, Plaintiff's Attorneys, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown. (Ref. Mr Walden/Mrs McKie F 528.)

**ORANGE FREE STATE
ORANJE-VRYSTAAT**

Case 152/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Khalipi Jacob Moloi N.O.**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place in front of the Magistrate's Court, Virginia Tuine, Virginia, on Friday, 2 June 1995 at 10:00, of the undermentioned property of the late Josiah Mophethi Molifi, 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, 45 Civic Avenue, Virginia, prior to the sale:

Site 371 (Extension 1), situated in the Township Meloding, District of Ventersburg, measuring 311 (three hundred and eleven) square metres, as indicated on General Plan L34/1986, held by Certificate of Leasehold TL696/1989, subject to certain conditions as referred to in the above-mentioned Certificate of Leasehold, consisting of lounge/dining-room, two bedrooms, tile roof, concrete paving, kitchen, bathroom/toilet and wire fencing.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. (Ref. NS922A.)

Saak 3520/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Vonnisskuldeiser, en **M. G. Shuping**, Eerste Vonnisskuldenaar, en **Matshepo Shuping**, Tweede Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 5 April 1995, in die Welkom Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 2 Junie 1995 om 10:00, voor die hoofingang van die Landdroshof, Virginia, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 488, geleë in die dorpsgebied Virginia, distrik Ventersburg, groot eenduisend vierhonderd sewe-en-negentig (1 497) vierkante meter, gehou kragtens Akte van Transport T13893/93.

Die volgende inliging word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis en buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Virginia.

Gedateer te Welkom op hede 4 Mei 1995.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, Heerenstraat 24, Welkom, 9460; Posbus 2175. [Tel. (057) 353-3051.]

Saak 348/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Ammarentia du Plessis**, Verweerder

Geliewe kennis te neem dat die Hof die goedere vermeld in die Inventaris hieronder per publieke veiling te koop sal aanbied aan die hoogste bieder, voetstoots vir kontant op Woensdag, 7 Junie 1995 om 10:00, te Baljukantore, Presidentstraat, Bothaville, ter uitvoering van 'n eksekusielasbrief in bogemelde saak in die bedrag van R98 545,96 plus koste en rente.

Inventaris: Erf 28, geleë in die dorp en distrik Bothaville, te Prellerstraat 80, Bothaville, gehou kragtens Transportakte 214/93.

Voorwaardes:

1. 'n Deposito van 10% (tien persent) is betaalbaar op datum van verkoping.
2. Die balans gewaarborg te word binne 21 dae na datum van verkoping.
3. Rente teen 'n koers van 16,5% (sestien komma vyf persent) op die balans van die verkoopprijs.
4. Verdere voorwaardes lê ter insae by die kantore van Carey & Botha, Presidentstraat 13, Bothaville, en te die Balju van die Landdroshof.

Geteken te Bothaville op hierdie 26ste dag van April 1995.

Carey & Botha, Prokureurs vir Eiser, Presidentstraat 13, Posbus 7, Bothaville, 9660.

Saak 4324/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **M. E. Mahlatsane**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 10 April 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 Junie 1995 om 11:00, te die Tulbaghstraatingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 18136, geleë te en bekend as Sunrise View 18136, Thabong, Welkom, gesoneer vir woondoeleindes, groot 288 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL11681/90.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 3de dag van Mei 1995.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 3822/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **T. I. Maketake**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 31 Maart 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 Junie 1995 om 11:00, te die Tulbaghstraatingang van die Landdroshof, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 19848, geleë te en bekend as 19848 Thabong, Welkom, gesoneer vir woondoeleindes, groot 246 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL7235/91.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 3de dag van Mei 1995.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 1586/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **James Robert Steenkamp en Ses Ander**, Eksekusieskuldeiser, en **Tertius de Witt**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 5 Desember 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 2 Junie 1995 om 10:00, voor die Landdroshof, Odendaalsrus:

Sekere Erf 2025, geleë in die dorp Odendaalsrus-uitbreiding 4, distrik Odendaalsrus, ook bekend as Oosterligwoonstelle, Irisweg 5, Odendaalsrus, groot 2 521 vierkante meter, gehou kragtens Transportakte 8922/1982, geregistreer op 23 September 1982.

Verbeterings: 11 Voorafvervaardigde asbeswoonstelle, elk bestaande uit twee slaapkamers, sit/eetkamer, badkamer, kombuis, ingeboude kaste en motorafdak (opgerig deur National & Overseas).

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 19% (negentien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word.

Gedateer te Odendaalsrus op hierdie 28ste dag van April 1995.

George Maree, vir Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 3520/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOUD TE WELKOM

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Vonnisiskuldeiser, en **M. G. Shuping**, Eerste Vonnisiskuldenaar, en **Matshepo Shuping**, Tweede Vonnisiskuldenaar

Ingevolge 'n vonnis gelewer op 5 April 1995, in die Welkom Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 3 Junie 1995 om 09:00, voor die hoofingang van die Landdroshof, Baljustoor, Civiclaan 45, Virginia, deur die Balju, Virginia, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 4881, geleë in die dorpsgebied Virginia, distrik Ventersburg, groot eenduisend vierhonderd sewe-en-negentig (1 497) vierkante meter, gehou kragtens Transportakte T13893/93.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis en buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Virginia.

Gedateer te Welkom op hede die 28ste dag van April 1995.

T. Wolmarans, vir Symington & De Kok, Sonleyri Kamers, Heerenstraat 24, Posbus 2175, Welkom, 9460. (057-353 3051.)

Saak 9113/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOUD TE WELKOM

In die saak tussen **ABSA Bank Beperk**, Vonnisiskuldeiser, en **mnr. Winston Cumming Smith**, Vonnisiskuldenaar

Ingevolge 'n vonnis gelewer op 13 Augustus 1993, in die Welkom Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 23 Junie 1995 om 11:00, Tulbach-ingang, Landdroshof, Welkom, deur Balju, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing Erf 1520, Vidastraat 30, Riebeeckstad, Welkom, groot eenduisend negehonderd en veertien (1 914) vierkante meter, gehou kragtens Transportakte T2244/88.

Die volgende inligting word aangegee, maar is nie gewaarborg nie.

Die eiendom bestaan uit woonhuis met drie slaapkamers, badkamer met stort, afdak en bediende toilet.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Constantiastraat 100, Welkom.

Gedateer te Welkom op hede die 19de dag van April 1995.

H. C. van Rooyen, vir Van Rooyen Mostert & Fourie, Heeren II-gebou, Heerenstraat, Welkom, 9460, Posbus 4 / 1151 / 1518. [Tel. (057) 357-2258.]

Saak 573/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOUD TE VIRGINIA

In die saak tussen **ABSA Bank** (Allied), Eksekusieskuldeiser, en **B. J. & K. J. Moekoa**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 17 Maart 1995, in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 9 Junie 1995 om 10:00 voor die Landdroskantore te Virginia:

Perseel 248, Meloding-uitbreiding 1, distrik Ventersburg, groot 280 vierkante meter.

Bestaande uit: Sitkamer, kombuis, twee slaapkamers, badkamer met toilet.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.
2. Koopprijs deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 2de dag van Mei 1995.

Roma Badenhorst & Seun, Atriumgebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mp/DN0045.)

Saak 2/1995

IN DIE LANDDROSHOF VIR DIE DISTRIK SENEKAL GEHOUD TE SENEKAL

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk**, Eksekusieskuldeiser, en **G & F Marketers**, en **Frank Nilson**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdros, Senekal, en lasbrief tot geregtelike verkoping gedateer 12 Januarie 1995, sal die volgende onroerende eiendom geregistreer in die naam van Frank Nilson en Elanza Nilson, verkoop word sonder voorbehoud aan die hoogste bieder op Vrydag, 16 Junie 1995 om 11:00, te Piet Retiefstraat, Paul Roux, naamlik:

Erf 265, Piet Retiefstraat 1, Paul Roux, groot 2 974 (tweeënduisend negehonderd vier-en-sewentig) vierkante meter.

Die verbeterings op die eiendom bestaan uit woonhuis met vier slaapkamers, sitkamer, kombuis, spens, badkamer, toegeboude stoep plus drie buitekamers en enkelmotorhuis, gehou kragtens Akte van Transport T3536/90.

Die eiendom word verkoop op die volgende terme en voorwaardes:

1. Die eiendom sal verkoop word sonder voorbehoud aan die hoogste bieder onderworpe aan die terme en bepalinge van die Landdroshowewet en Reëls.

2. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal.

3. Die balans van die koopsom moet verseker word deur 'n bankwaarborg betaalbaar teen oordrag van die eiendom in die naam van die koper, welke waarborg goedgekeur moet word deur die Eksekusieskuldeiser se prokureurs en binne een-en-twintig dae na datum van verkoping aan hulle gelewer moet word.

4. Al die verkoopvoorwaardes wat deur die afslaaers net voor die verkoping uitgelees sal word, is ter insae gedurende kantoorure by die kantore van die Balju, Senekal en Afslaaers, Dreyerstraat 41, Senekal.

Crowther & Pretorius, Prokureurs vir Eksekusieskuldeiser, Dreyerstraat 41, Posbus 245, Senekal, 9600.

Case 916/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Anglo American Corporation of S.A. Limited**, Plaintiff, and **Daniel Mahlomola Mosedi**, Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Tulbach Street entrance, Welkom, on Friday, 2 June 1995 at 11:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Site 11484, Mike O'Dowd Street, Sir Oppenheimer Park, Thabong, in the District of Welkom, held by the Defendant in terms of Leasehold BL34/1988, with improvements thereon.

Terms: The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Three bedrooms, bathroom and separate toilet, lounge and kitchen. The property is wire fenced.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 5th day of May 1995.

D. G. Roberts, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 2185/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **Maokeng Stadsraad**, Eiser, en **Solomon Seeletsa**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kroonstad en 'n lasbrief vir eksekusie gedateer 19 April 1995, sal die volgende eiendom in eksekusie verkoop word te Kroonstad, voor die ingang van die Baljukantore, op Vrydag, 9 Junie 1995 om 10:00, aan die hoogste bieder, naamlik:

Al die reg, titel en belang ten opsigte van die huurpag in en oor erf geleë in die dorp Kroonstad.

Beskrywing: Woonhuis.

Verkoopvoorwaardes:

1. Die verkoping is onderworpe aan die terme en voorwaardes van die Landdroshofwet, Wet No. 32/1944. Die eiendom word voetstoots verkoop en is onderworpe aan die voorwaardes van die bestaande transportakte.

2. Minstens 10% (tien persent) van die koopsom sal betaalbaar wees in kontant aan die Balju vir die Landdroshof direk na afloop van die veiling en die saldo van die koopprys tesame met rente teen 10% (tien persent) per jaar sal verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg gelewer te word binne 10 (tien) dae.

3. Die volledige verkoopvoorwaardes van die verkoping sal uitgelees word ten tye van die verkoping en lê ter insae by die Balju vir die Landdroshof.

Du Randt & Louw, Posbus 26, Kroonstad, 9500. [Tel. (0562) 2-4275.]

Saak 19/92

IN DIE LANDDROSHOF VIR DIE DISTRIK EXCELSIOR GEHOU TE EXCELSIOR

In die saak tussen **United Bank**, Eiser, en **Pieter Johannes van Niekerk**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Excelsior, en lasbrief tot geregtelike verkoping gedateer 17 Augustus 1994, sal die ondervermelde goedere op 7 Junie 1995 om 11:00 te die Landdroskantoor, Tweespruit, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 92, geleë te Seringstraat, geleë in die dorp Tweespruit, distrik Thaba Nchu, groot 1 472 (eenduisend vierhonderd twee-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T10840/1989, onderworpe aan sekere voorwaardes en servitute ten gunste van die munisipaliteit Tweespruit.

Die eiendom bestaan uit 8 vertrek woning, met drie slaapkamers, dubbelmotorhuis, buitekamer en toilet.

Die volledige voorwaardes van die verkoping sal uitgelees word onmiddellik voor die verkoping, en mag nagesien word by die kantoor van die Eiser se prokureurs.

Geteken te Excelsior op hierdie 9de dag van Mei 1995.

Lombard & Van Rooyen, Commissiestraat, Excelsior. [Tel. (051972) 15.]; mnr. B. J. Smit, Geregsbode, Posbus 87, Ladybrand. [Tel. (05191) 4-0984.]

Case 3235/95

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

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Tlali Johannes Qhautse**, First Defendant, and
Puleng Julia Qhautse, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 6 April 1995, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 7 July 1995 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 6280, situated in the Township of Thabong, District of Welkom, measuring 237 (two hundred and thirty-seven) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL3401/1989, known as 6280 Thabong.

Improvements: Residential property with lounge/dining-room, kitchen, two bedrooms and bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
1.1 10% (ten per cent) thereof on the day of the sale; and
1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 5th day of May 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL806.)

Case 3234/95

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

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Mohano Richard Matsidiso**, First Defendant, and
Nomsa Daphne Matsidiso, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 6 April 1995, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 7 July 1995 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 11593, situated in the Township of Thabong, District of Welkom, measuring 330 (three hundred and thirty) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL3227/1987, known as 11593 Thabong.

Improvements: Residential property with lounge, kitchen, three bedrooms and bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
1.1 10% (ten per cent) thereof on the day of the sale; and
1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 5th day of May 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL805.)

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

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Molifi Isak Mosala**, First Defendant, and **Tseleng Julia Mosala**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 6 April 1995, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 7 July 1995 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 19961, situated in the Township of Thabong, District of Welkom, measuring 234 (two hundred and thirty-four) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL11211/1990, known as 19961 Thabong.

Improvements: Residential property with lounge, kitchen, three bedrooms and bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 5th day of May 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL800.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

WESTVAAL AFSLAERS

INSOLVENTE BOEDELVEILING: PLAAS, BESPROEIINGSTOERUSTING, VOERTUIG EN LOSGOED: VENTERSDORP

In opdrag van die Kurator in die insolvente boedel van **P. W. Schutte**, Meestersverwysing T295/95, sal ons die ondervermelde eiendom en bates verkoop op die plaas Elandskuil (distrik Ventersdorp), op Donderdag, 25 Mei 1995 om 10:00:

Plaas: Gedeelte 109 (gedeelte van Gedeelte 87), van die plaas Elandskuil 208, Registrasieafdeling IP, Transvaal, groot 64,2399 ha.

Verbeterings: 'n Gerieflike ruim vierslaapkamerwoning, vier groot store, stoorkamers, buitegeboue ens. *Grond:* 12 ha. is ingelyf by die Departement van Waterwese, ongeveer 45 ha, bestaan uit aangeplante weiding met 'n verdere ongeveer 19 ha. goeie weidingsgrond.

Voertuie: 1979 Izuzu Dieselmotorkar, 1980 Volkswagen kombi, 1981 Mercedes Benz 300 D, 1978 Mercedes Benz 300 D, 1980 Range Rover, Landrover Diesel (Series 2), 1948 Ford motor, 1983 Land Cruiser stasiewa, 1989 Mercedes 200, Chev 4.1 insleepvoertuig, 1990 Ford 2.2 diesel, 1974 Ford F.250 diesel, Unimog.

Ander: Besproeiingspomp met dieselmotor, hoeveelheid aluminium besproeiingspype, 2 x 3 meter staal draaibanke, Radial boor, 1 Plaat roller, 50 Ton Hydraulic Press, Surface Grinder, Skaafmasjien, 380 Volt Compressor ens. ens.

Afslaaersnota: Hierdie plaas verleen hom uitstekend tot 'n melk- en besproeiingsplaas, 'n moederlyn bedien feitlik die hele plaas en alle lande is besproeibaar.

Neem Potchefstroom teerpad uit Ventersdorp onderdeur die brug. Draai regs op die Rietspruitdampad. Plaas is geleë aan die linkerkant van die teerpad, ± 5 km uit dorp, rigting aanwysers sal aangebring word.

Voorwaardes: Onroerende eiendom: 15% (vyftien persent) van koopprijs by toestaan van die bod en die balans deur middel van 'n waarborg, gelewer te word binne 30 dae na bekragtiging.

Los goedere: Streng kontant, of bankgewaarborgde tjeks.

Verkoping onderhewig aan verandering sonder vooraf kennisgewing.

Om meer besonderhede of afspraak, skakel Karel du Plessis of mev. Van der Merwe by (011) 953-1830/1.

Westvaalafslaaers, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp.

PHIL MINNAAR BK

CK93/29245/23

INSOLVENTE BOEDELVEILING VAN LANDBOUHOEWE NABY WARMBAD/RADIUM OMGEWING

In opdrag van die Kurator in die insolvente boedel **J. S. en R. Jansen van Rensburg**, Meestersverwysing T3802/94, verkoop ons ondergenoemde eiendom per openbare veiling op Maandag, 29 Mei 1995 om 11:00:

Plek van veiling: Plaas Langkuil (sien ligging).

Ligging: Vanaf Warmbad na Radium draai regs, vanaf Radium na Warmbad draai links by langkuil afrit. Volg grondpad (hou regs by skerp draai) vir 7 km en draai links by S.T.P.A. bord. Draai links en ry vir 3 km, eiendom aan linkerhand.

Beskrywing van eiendom: Resterende Gedeelte van Gedeelte 1, van die plaas Langkuil 13, distrik Warmbad, Registrasieafdeling JR, Transvaal, groot 21,4133 ha.

Verbeterings: Vierslaapkamerwoonhuis met sit/eetkamer, kombuis, badkamer en Eskomkrag.

Buitegeboue: Twee oop staalskure. Verder landerye en is verdeel in drie kampe. Twee boorgate (een toegerus).

Besigtiging: Daaglik.

Terme: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans binne 14 dae na aanvraag.

Afslaaerskommissie: Word deur koper betaal asook BTW daarop.

Navrae: Kontak Werna by (012) 322-8330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1. Fax. (012) 322-9263.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

BESTORWE BOEDELVEILING VAN WAARDEVOLLE 1,3H EIENDOM MET DRIESLAAPKAMERWONING REGOOR MAKRO, TWAINLAAN 6, BUCCLEUCH, SANDTON, OP 2 JUNIE 1995 OM 10:30, OP DIE PERSEEL

Erf 11, Buccleuch, Sandton, Registrasieafdeling IR, Gauteng.

Behoorlik daartoe gelas deur die Eksekuteur in die bestorwe boedel **J. Francis**, Meesterverwysing 11046/94, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Woonhuis met drie slaapkamers, badkamer, aparte toilet, studeerkamer, sit- en eetkamer, stoorkamers, kombuis, spens, toegeboude stoep, bediende kwartiere, ingeboude kaste, muur-tot-muur matte, toegeruste boorgat. Erf 1,3429H. Verbeterings ± 230 m².

Bekragtiging direk na afloop van die veiling.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Eksekuteur.

B.T.W. ingesluit.

Afslaaersnota: Uiters goed geleë ten opsigte van onder andere Sunninghill, Woodmead, Sandton, Midrand, Kelvin en Marlboro. Goeie belegging vir potensiële verdere ontwikkeling.

Besigtiging: By die perseel vanaf 15 Mei 1995, vra vir wag.

Vir meer besonderhede skakel die kantoor by (012) 341-1314.

AUCOR TVL

INSOLVENT ESTATE AUCTION: SPACIOUS FOUR-BEDROOMED HOUSE: SECUNDA

IN THE MATTER OF INSOLVENT ESTATE: E. J. AND B. L. VAN WYK, MASTER'S REF. T1685/94, ON TUESDAY, 23 MAY 1995 AT 10:30

Duly instructed by the trustee, we will hereby sell this property being Erf 4007, Secunda Extension 8, better known as 21 Magaliesburg Street, Secunda:

Description: This spacious house comprises of four bedrooms with wall-to-wall carpets and built-in cupboards, two bathrooms, lounge, dining-room, TV-room, kitchen with wooden cupboards and a laundry room. Outbuildings include a double garage, servants' quarters and a storeroom.

Directions: In Paul Kruger Street turn left into Ettiene Rossouw, turn right into Frans du Toit, left into President Swart, left again into Drakensburg and then left into Magaliesburg Street. (Watch for posters).

View: By appointment.

Terms: A 20% (twenty per centum) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a 7 (seven) day confirmation period.

For further details contact Aucor Tvl.: Hatfield Forum East, 1077 Arcadia Street, Hatfield. Tel. (012) 342-2041/342-3502/5/11. Fax. (012) 342-2042.

VERED AUCTIONEERS**VERED—CHEMICAL PLANT AUCTION****BBJ COSMETICS (PTY) LIMITED (IN LIQUIDATION), MASTER'S REF. T860/95**

Instructed by the joint Provisional Liquidators we will sell by public auction a Cosmetic & Chemical Manufacturing and Packing Plant, including Stainless Steel Tanks (jacketed and storage tanks), filling machines, compressors, conveyor systems, mixers, boiler, aerosol machine and more. Motor vehicles and office furniture.

The assets will be sold without reserve, firstly provisionally, and then as a lot.

Terms: Cash or bank-certified cheques only. VAT will be added a deposit of R1 000 on registration, refundable.

Subject to change without prior notice.

Notie: Successful bidder will have the right to submit a scheme of arrangements in terms of the Companies Act.

Date of sale: Monday, 29 May 1995 at 10:30, at 27 Lantern Road, Wadeville.

For further information and to view please phone the Auctioneers Vered. (011) 646-5432. Fax (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

PROPERTY MART SALES

Duly instructed by the Provisional Trustees in the insolvent estate **J. P. Vorster**, Master's Ref. T924/95, No's 20 and 22 Mark Avenue, Northcliff Extension 15.

Being Erven 2130 and 2131, totalling 4 974 square metres, upon which is erected a small home of five rooms of plastered birch under tile.

The value of this property is in the land zoned Residential 3, providing for a density of 11 units (two storeys) coverage 30% (thirty per centum) F.A.R. 0.4. This property is next to an existing and very attractive Townhouse Scheme.

Sale takes place on the spot on Tuesday, 31 May at 11:00.

Terms: 20% (twenty per centum) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. A/H: (011) 462-3731. A. W. Hartard.

BOLAND BANK VEILINGS**LIKWIDASIE VEILING VAN DIE PLAAS, GREEN ACRES FARM (EDMS.) BPK., EN LOSGOED TE WITRIVIER OMGEWING, OP WOENSDAG, 24 MEI 1995 OM 11:00, OP DIE PLAAS**

Vanaf Nelspruit neem die Witrivierpad vir ± 13 km. Draai regs af na Plaston vir ± 8 km. Draai regs by T-aansluiting na Karino vir 2,5 km. Plaas op linkerkant. (Volg ons wegwysers vanaf die Nelspruit-Witrivierpad).

Behoorlik daartoe gemagtig deur die Likwidadeur van **Green Acres (Edms.) Bpk.**, in likwidasie, Meesterverwysing T3392/94, word ondergemelde per openbare veiling aangebied:

Vaste eiendom:

Gedeelte 12 ('n gedeelte van Gedeelte 3) van die plaas Umganyana 102, Registrasieafdeling JU, Transvaal, groot $\pm 37,1335$ ha.

Gedeelte 7 ('n gedeelte van Gedeelte 2) van die plaas Primkop 116, Registrasieafdeling JU, Transvaal, groot $\pm 8,2042$ ha.

Bogemelde eiendomme word as 'n eenheid verkoop.

Verbeterings: Drieslaapkamerwoning, tweeslaapkamer-rondawel, dubbelmotorafdak met twee stoorkamers, tabakskuur ± 360 m², drie tabakoonde ± 32 m² elk, twee tabakoonde ± 24 m² elk met eie toerusting, werkerskamers, groot gronddam, twee boorgate waarvan een toegerus is.

Losgoed: Tabaktrouie, tabakskaal, twee wielseepwaens, tandriper, tweerigting disk, tweeskaar skottelploeg, tabakplanter en kunsmisstrooier.

Finansiering beskikbaar indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes:

Vaste eiendom: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Losgoed: Streng kontant of bankgewaarborgde tjek met dag van die veiling. BTW betaalbaar.

Navrae: Bennie Ellis (012) 804-1440, of Willem Laubscher (01311) 2-2259, Andre Doman en Andre Erasmus (01311) 5-0216.

Afslaer: Koos van Rensburg (012) 804-1440.

Boland Bank Veiling, Eastwaysentrum 246, Pretoriaweg 617, Silverton.

PHIL MINNAAR AFSLAERS**INSOLVENTE BOEDEL G. F. STEYN, MEESTERSVERWYSING T4722/94**

Behoorlik gemagtig deur die Kurator in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 20 Mei 1995 om 10:30, Erf 2966, Weltevredenpark-uitbreiding 26, Registrasieafdeling IQ, Transvaal.

Voorwaardes: *Onroerend:* 10% (tien persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Roerend: Insolvente boedel **G. E. Norman**, Meestersverwysing T2237/94, en boedel wyle **H. C. Brits**, meubels en wapens. Phil Minnaar Afslaers, Johannesburg. Tel. (011) 475-5133.

ERPO AFSLAERS BK**SWARTRUGGENS**

In opdrag van die Kurator in die insolvente boedel, **Bruwer Technical Services BK**, T3038/94, sal die onderstaande goedere verkoop word op Saterdag, 27 Mei 1995 om 10:00.

Ligging: Vanaf Swartruggens neem die Ventersdorp teerpad vir 6½ km, draai links by plaaspad N. Mullett en volg Erpo Afslaers wegwysers.

Toerusting: Rekenaar met drukker; rekenaar, sleutelbord en skerm; twee lessenaars.

Navrae: Erpo Afslaers BK, Steenstraat 27, Rustenburg. (0142) 97-2532/3.

PHIL MINNAAR BK**LOSSTATEVEILING VAN VERSKEIE BOEDELS: VIDEOKAMERA, MIKROGOLFOOND, REKENAARS, FOTOSTAATMASJIENE, LIASEERKABINETTE, STAALRAKKE, MOTORS, TYDDEEL ENS.**

In opdrag van die onderskeie Kurators, Likwidadeurs, Eksekutuer en Eienaars verkoop ons die ondervermelde bates per openbare veiling op Woensdag, 24 Mei 1995 om 10:00.

Plek van veiling: Ons perseel, hoek van Skinner- en Du Toitstraat, Sunnyside.

Boedels: Insolvente boedel **S. J. Aggenbach**, T932/94; bestorwe boedel **J. H. Burger**, 16838; **Fyn Meganika Steles (Edms.) Bpk.**, in likwidasië, T3773/94; **Taylor Made Fireplaces BK**, in likwidasië, T3399/94; **Visten Plastiek BK**, in likwidasië, T3679/94; insolvente boedel **T. H. Williams**, T3018/94; **Tekon BK**, in likwidasië, T4307/94; insolvente boedel **Van der Westhuizen**, T3101/94.

Losbates: Televisies, projektors, skilderye, videokameras, staalkabinette, hoëtrousetel-kabinet, teetrolle, kantoortoerusting en -meubels, rekenaars, tikmasjiene, staalrakke, fotostaatmasjiene, stofsuiers, hoeveelheid hout en vele meer.

Wapen: .303 Parkenhale geweer.

Voertuie: '85 Toyota Cressida, '88 4×4 Toyota Landcruiser, '84 Mercedes Benz 280 SE, '89 GLS Executive Toyota Corolla, Venter sleepwaentjie met tralies.

Tyddeel: Perna Perna II, sesbed.

Week: 7–14 Desember.

Heffing: ± R605,00.

Terme: Streng kontant of bankgewaarborgde tjeks alleenlik.

Besigtiging: Twee dae voor veiling alleenlik.

Navrae: Skakel Amanda by (012) 322-8330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1/2. Faks. (012) 322-9263.

CAPE • KAAP

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HARTSWATER op 23 Junie 1995 om 10:00 voor die Landdroskantoor te HARTSWATER die ondergemelde eiendom by publieke veiling verkoop:—

Perseel 921, Gedeelte van Perseel 167 VAALHARTSNEDERSETTING A

GELEE in die Afdeling Vryburg

GROOT 44,6552 hektaar

Blykens Akte van Transport T1517/1983

in die naam van ABRAHAM VAN ZYL NIEUWOUDT

Ligging van hierdie eiendom:—

5 km suidwes van Hartswater

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, woonstel, 3 staalkonstruksie store en voerkrale. Veekerend omhein. 4 Boorgate, betondam en beton reservoir. Die eiendom ressorteer onder die Vaalharts Staatswaterskema en 25,7 hektaar is daaronder ingelys. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Die aandag van 'n voornemende koper word daarop bevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16,5% 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Dit word beweer dat waterbelasting ten bedrae van R4 438,65 plus rente verskuldig is.

VERWYSINGSNOMMER: DGAB 04438 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 Mei 1995.

ORANGE FREE STATE ORANJE-VRYSTAAT

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, KROONSTAD op 9 Junie 1995 om 10:00 voor die Landdroskantoor te KROONSTAD die ondergemelde eiendom by publieke veiling verkoop:—

Restant van die plaas KROONVLEI 2460, distrik Kroonstad

GROOT: 248,9749 hektaar

Blykens Akte van Transport T2827/1964

in die naam van BAREND CHRISTOFFEL ZAAIMAN

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

38 km noord van Kroonstad

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, ou toegeboude stoor, toegeboude staalkonstruksiestoor en melkstal.

Veekerend omhein en verdeel in kampe. Opgaardam, vleidam, stuwal in Heuningspruit en 3 boorgate.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16,5% 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BCAG 03647 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 Mei 1995.

ELLENBERGER & KAHTS

INSOLVENTE BOEDELVEILING: RUIM UNIVERSITAS WOONHUIS

Behoorlik daartoe gelas deur die Kurators in die insolvente boedel van **J. H. Loots**, sal ons ondergemelde vaste eiendom verkoop per publieke veiling op die perseel te:

Sergeantstraat 29, Universitas, Bloemfontein, op Dinsdag, 23 Mei 1995 om 10:00.

Eiendom: Sekere Erf 12891, groot 1 930 vierkante meter en geleë te Sergeantstraat 29, Universitas, Bloemfontein.

Verbeterings: Die verbeterings bestaan uit 'n baie ruim woonhuis met ingangsportaal, sitkamer, woonkamer, eetkamer, kroeg, vyf slaapkamers, drie badkamers (hoof en suite), twee aparte toilette en aparte stort, kombuis en aparte was en stryk-kamer. Die kombuis en vier slaapkamers is voorsien van ingeboude kaste en die plafonne is gedeeltelik van dennehout. Die buitegebou bestaan uit drie motorhuise en huishulpkamer met toilet. Die tuin is goed gevestig en omhein en daar is 'n swembad.

Die woonhuis is voorsien van diefstalwering en veiligheidshelpe.

Terme: Vaste eiendom: 10% (tien persent) deposito by die veiling en 'n aanvaarbare waarborg vir die balans koopprys binne 21 dae na bekragtiging. Volledige verkoopvoorwaardes sal egter net voor die veiling in die openbaar uitgelees word.

Navrae: Vir verdere navrae en besigtiging tree in verbinding met die Afslaers: Ellenberger & Kahts, Henrystraat 42, Bloemfontein. Tel. (051) 30-1511. Faks. (051) 30-3521.

Adverteerder en adres: Claude Reid, Unitedgebou, Maitlandstraat, Bloemfontein.

Telefoon: (051) 47-9881.

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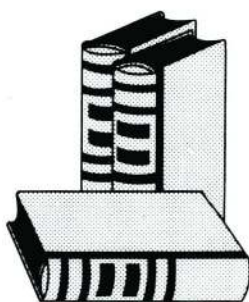
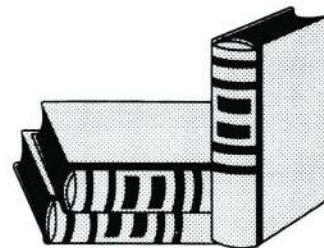
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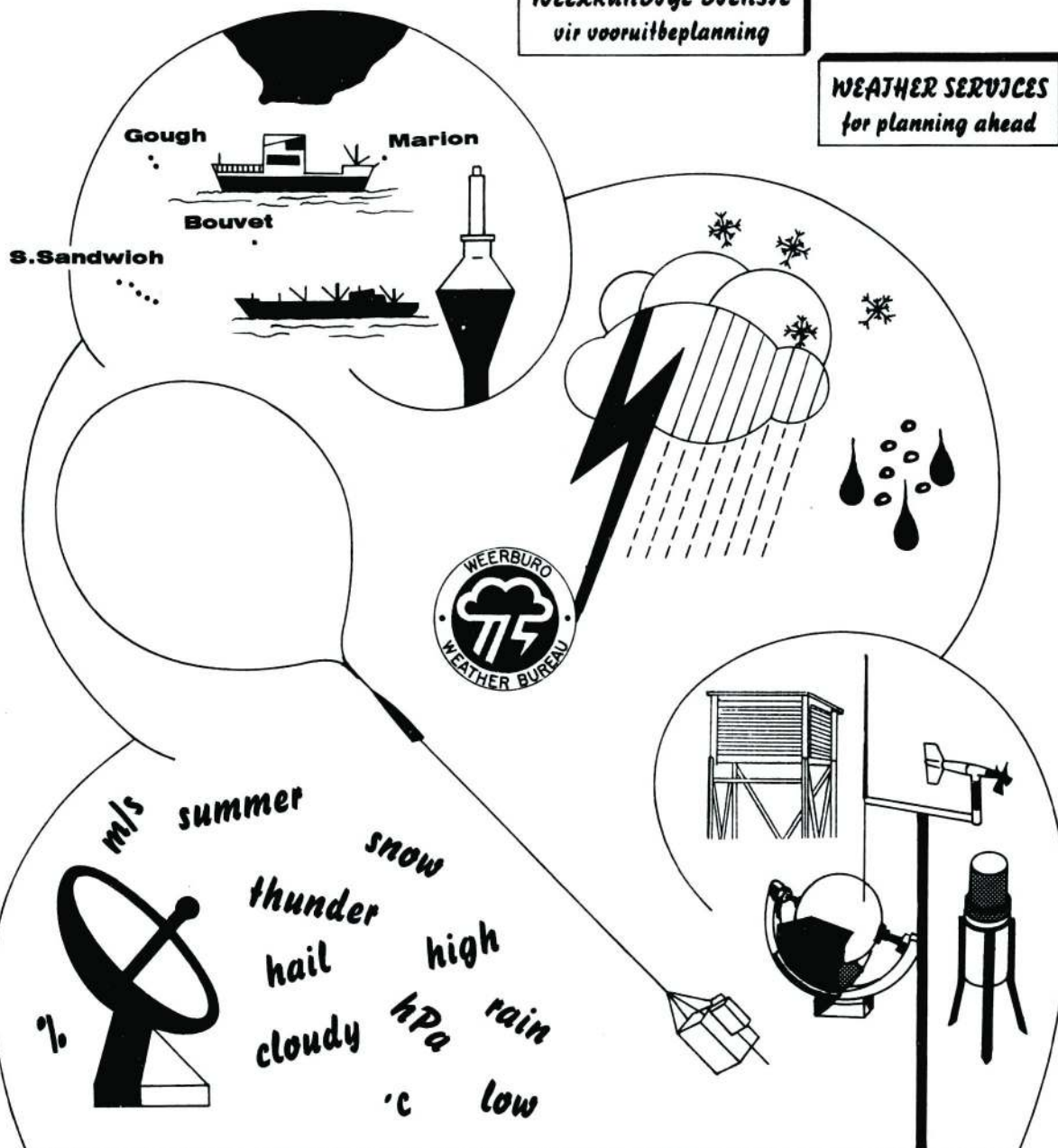
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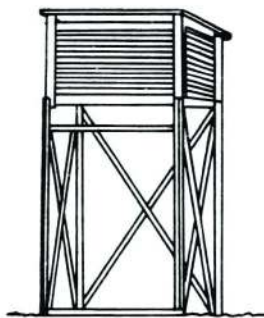
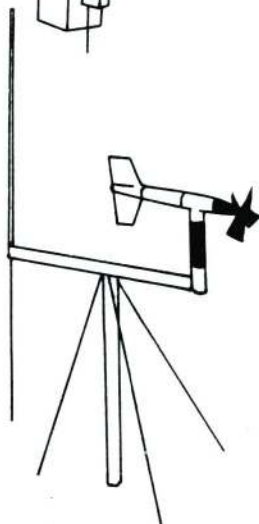
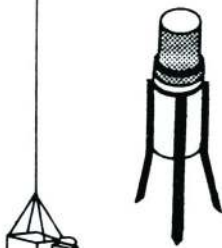
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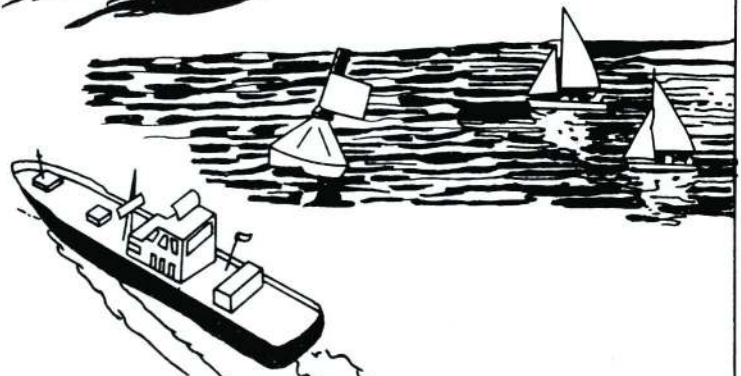
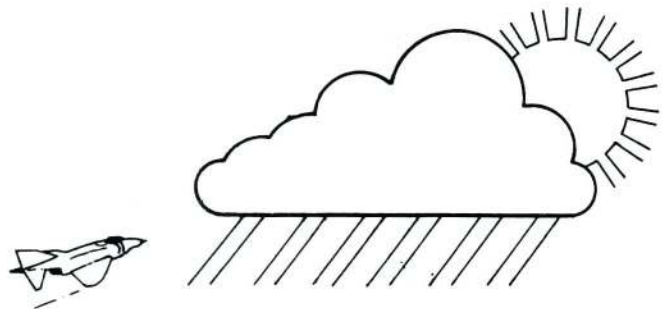
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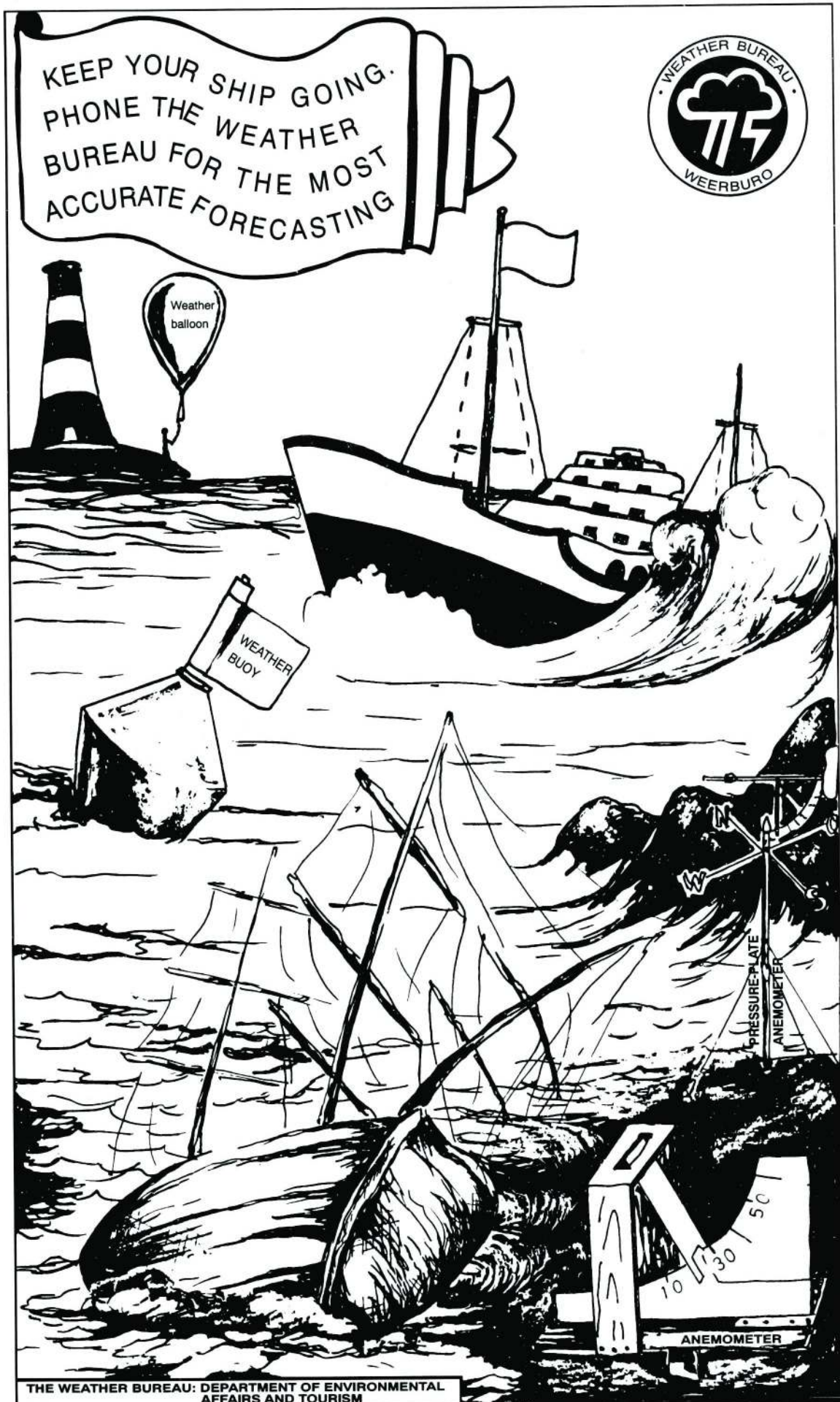
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