

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 360

PRETORIA, 15 JUNE 1995  
JUNIE

No. 16473

## *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)**

<b>LIST OF FIXED TARIFF RATES</b>	<i>Rate per insertion</i>
<i>Standardised notices</i>	<b>R</b>
<b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193 and J 187 .....	13,80
<b>BUSINESS NOTICES</b> .....	32,70
<b>INSOLVENCY ACT AND COMPANY ACTS NOTICES:</b> 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.	
<b>LOST LIFE INSURANCE POLICIES:</b> Form VL .....	16,50
<b>UNCLAIMED MONEYS</b> —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount") .....	8,10
<b><i>Non-standardised notices</i></b>	
<b>COMPANY NOTICES:</b>	
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
<b>LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES</b> .....	49,40
<b>LIQUOR LICENCE NOTICES</b> 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>	
<b>ORDERS OF THE COURT:</b>	
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
<b>SALES IN EXECUTIONS AND OTHER PUBLIC SALES:</b>	
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**

<b><i>Gestandaardiseerde kennisgewings</i></b>	<b><i>Tarief per plasing</i></b>
	<b>R</b>
<b>BESIGHEIDSKENNISGEWINGS</b> .....	32,70
<b>BOEDELWETTEKENNISGEWINGS:</b> Vorms J 297, J 295, J 193 en J 187 .....	13,80
<b>INSOLVENSIEWET- EN MAATSKAPPYWETTEKENNISGEWINGS:</b> 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.	
<b>ONOPGEËISTE GELDE</b> —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag") .....	8,10
<b>VERLORE LEWENSVERSEKERINGSPOLISSE:</b> Vorm VL .....	16,50
 <b><i>Nie-gestandaardiseerde kennisgewings</i></b>	
<b>DRANKLISENSIE-KENNISGEWINGS</b> 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>	
<b>GEREGTELIKE EN ANDER OPENBARE VERKOPE:</b>	
Geregte like 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
<b>LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS</b> .....	49,40
<b>MAATSKAPPYKENNISGEWINGS:</b>	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende.....	62,90
Verklaring van dividende met profytstate, notas ingesluit .....	144,80
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies.....	218,80
<b>ORDERS VAN DIE HOF:</b>	
Voorlopige en finale likwidasies of sekwestrasies.....	82,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking.....	218,80
Geregte like besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i> .....	218,80
Verlenging van keerdatum .....	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, para-graaf 10 (2), voorgeskryf:

Number of words in copy Aantal woorde in kople	One insertion Een plasing	Two insertions Twee plasings	Three insertions Drie plasings
	R	R	R
1- 100 .....	46,70	65,80	73,80
101- 150 .....	68,40	98,50	110,30
151- 200 .....	93,10	131,30	147,10
201- 250 .....	115,00	164,00	183,60
251- 300 .....	136,80	196,90	220,50
301- 350 .....	161,20	229,70	257,20
351- 400 .....	183,10	262,50	294,00
401- 450 .....	207,70	295,20	330,70
451- 500 .....	229,60	328,10	367,50
501- 550 .....	251,40	360,80	404,20
551- 600 .....	276,10	393,70	441,00
601- 650 .....	297,90	426,30	477,50
651- 700 .....	322,70	459,20	514,40
701- 750 .....	344,50	492,00	551,10
751- 800 .....	366,40	524,80	587,80
801- 850 .....	390,90	557,50	624,50
851- 900 .....	412,70	590,50	661,40
901- 950 .....	437,30	623,20	698,10
951-1 000 .....	459,20	656,00	734,70
1 001-1 300 .....	595,90	852,80	955,20
1 301-1 600 .....	735,30	1 049,50	1 175,50

## CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

### SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

#### APPROVAL OF NOTICES

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

#### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

#### LIABILITY OF ADVERTISER

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

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

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

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

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

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

#### GOEDKEURING VAN KENNISGEWINGS

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

#### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

#### AANSPREEKLIKHEID VAN ADVERTEERDER

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

**COPY**

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

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

- (1) The kind of notice.

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

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

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

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

**PAYMENT OF COST**

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

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

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

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

**KOPIE**

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

**BETALING VAN KOSTE**

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

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

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

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



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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

(2) In gevalle van twyfel oor die koste 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 verkoopprys 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

Saak 8124/94

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

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as Trust Bank, Eiser, en **Petrus Johannes Pienaar**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te: Gedeelte 15, gedeelte van Gedeelte 4, plaas Zwartkrans 172, Krugersdorp, op 5 Julie 1995 om 14:00, van die ondergemelde eiendom van die Verweerder en die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping welke voorwaardes by die kantore van Westvaal Afslaaers, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Krugersdorp, voor die verkoping ter insae sal lê:

*Erf:* Gedeelte 15, gedeelte van Gedeelte 4, plaas Zwartkrans 172, Krugersdorp, groot 23,7161 (drie-en-twintig komma sewe een ses een) hektaar.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie.

*Verbeterings:* Drie slaapkamers, babakamer, vier badkamers (een volledig en drie onvolledig), kombuis, eetkamer, sitkamer, ontvangsarea, TV-kamer, bediende kamer en dubbel motorhuis (onvolledig).

*Terme:* 10% (tien persent) van die koopprys in kontant op die dag van die verkoping ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg binne veertien (14) dae vanaf datum van verkoping verskaf word. Indien 'n afslaer in diens geneem is soos in reël 43 (9) bepaal, kommissie in die bedrag van 5% (vyf persent) op 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 fooi van R200.

Gedateer te Krugersdorp op hede die 17de dag van Mei 1995.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Verw. mev. V.D. Merwe/cb/B13019/CT0147.)

Case 31144/94  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Khoza, Fanisile Gloria**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 4 July 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, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

*Erf* 2651, in the Township of Spruitview, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging, in extent 340 (three hundred and forty) square metres, situated at 2651 Spruitview Gardens, Alberton.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Fitted carpets and vinyl tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom with w.c. *Outbuildings:* Boundary fencing.

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

Dated at Johannesburg on this the 31st day of May 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6697.)

Case 20204/94  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Moerane, Herminah Mahlapi Adelaide**, Defendant

In execution of 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, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 4 July 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, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

*Erf* 2640, in the Township of Spruitview, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging, in extent 460 (four hundred and sixty) square metres, situated at 2640 Spruitview.



The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single storey dwelling, detached, built of bricks and painted plaster, under pitched tiled roof. *Floors*: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom with w.c. *Outbuildings*: Boundary fencing.

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

Dated at Johannesburg on this the 31st day of May 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6645.)

Case 26950/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Fidelity Bank Holdings**, Execution Creditor, and **Niemand, H. W.**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve price will be held at the Salesroom of the Sheriff, 182 Progress Road, Technikon, District Roodepoort, on 30 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, during office hours at 182 Progress Road, Technikon, Roodepoort:

Remaining Extent of Erf 24, Delarey Township, situated at 8 Third Street, Delarey, Roodepoort.

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

Dwelling-house with sink roof, lounge, dining-room, three bedrooms, bathroom, passage, kitchen, single garage, store-room, and servants' quarters.

*Terms*: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, a 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 on this 25th day of May 1995.

D. Haasbroek, for Schwellnus Spies Haasbroek, Plaintiff's Attorneys, c/o 51 Biccard Street, Braamfontein. (Tel. 886-1800.) (Ref. D. Haasbroek/bb F320.)

Case 14512/93

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Louis Frederik de Beer**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at 142 Struben Street, Pretoria, on Wednesday, 5 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 38, The Reeds Extension 6 Township, Registration Division JR, Transvaal (also known as 17 Shaw Avenue, The Reeds Extension 6, Verwoerdburg), in extent 1 061 (one thousand and sixty-one) square metres, held under Deed of Transfer T71563/92, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

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

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

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

Dated at Pretoria this 29th day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1227/93.)

Case 4042/93

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at 142 Struben Street, Pretoria, on Wednesday, 5 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

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

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

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

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

Dated at Pretoria this 29th day of May 1995.

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

Case 7695/95  
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndlovu, Dan**, 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, 6 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff for the Supreme Court, prior to the sale:

Certain Erf 3368, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal, area 240 (two hundred and forty) square metres, situation Erf 3368 Protea Glen Extension 2.

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

*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 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on this 30th 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. ForeclosuresZ485.)

Case 12990/94  
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Villa Sheugnet Eleven CC**, 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, 7 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff for the Supreme Court, prior to the sale:

Certain Unit comprising Section 11 and its undivided share in the common property in Villa Sheugnet Sectional Title Scheme, area 171 (one hundred and seventy-one) square metres, situation 11 Villa Sheugnet, 118 Riverside Road, Glen Atholl, Sandton.

*Improvements* (not guaranteed): A double storey tile roof house consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, double garage, servants' quarters, servant's toilet and with brick walls around property.

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

Dated at Johannesburg on this 24th 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. ForeclosuresZ230.)

Case 7692/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Senokho Ben Mokhele**, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the main entrance to the Magistrate's Court, Genl. Hertzog Street, Vanderbijlpark, on 14 July 1995 at 10:00:

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

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

*Property:* All the right, title and interest to the leasehold in respect of Stand 18199, Sebokeng, Unit 14 Township, Registration Division IQ, Transvaal.

*Improvements:* Two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2414.)

Case 24027/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Paulus Jonkers**, First Defendant, and **Mavis Patricia Jonkers**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Delville Street, Witbank, on Friday, 14 July 1995 at 10:00:

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

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

*Property:* Erf 21, situated in the Township of Schoongezicht, Registration Division JS, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2111.)

Case 20099/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thompon Mitela Mokhabela**, First Defendant, and **Hadiyo Paulinah Mokhabela**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Main Entrance Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 14 July 1995 at 10:00:

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

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

*Property:* Site 18781, Sebokeng Unit 14 Township, Registration Division IQ, Transvaal.

*Improvements:* Two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 1956.)

Case 5766/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Dumalisile Jika**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Tuesday, 4 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold into Lot 7777, eMbalenhle Extension 11 Township, Registration Division IS, Transvaal, measuring 250 (two hundred and fifty) square metres, held by Certificate of Registered Grant of Leasehold TL43541/92, subject to the conditions contained therein.



The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, bedroom and bathroom/w.c.

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

Dated at Pretoria this 31st day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S449/93.)

**Case 6139/93**

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Rathebe Paulus Maseko**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Tuesday, 4 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 8944, Embalenhle Extension 12 Township, Registration Division IS, Transvaal, measuring 250 (two hundred and fifty) square metres, held by Certificate of Registered Grant of Leasehold TL18398/92, subject to the conditions contained therein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, bedroom and bathroom/w.c.

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

Dated at Pretoria this 31st day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S534/93.)

**Case 9636/95**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sahlako Solomon Maseema**, First Defendant, and **Maria Pitjane Maseema**, Second Defendant

Notice is hereby given that on 7 July 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 4 May 1995, namely:

Certain Erf 18284, Tsakane Extension 8, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 18284 Tsakane Extension 8, Brakpan.

The following improvements (which are not warranted to be correct) exists of 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 29th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs. L. Pinheiro/H05001.)

**Saak 8337/95**

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

In die saak tussen **NBS Bank Limited**, Eiser, en **Khumalo, Percy Thabo**, Eerste Verweerder, en **Khumalo, Tolakele Millicent**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 4 Julie 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 941, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Percy Thabo Khumalo en Toakele Millicent Khumalo, onder Akte van Transport T1571/95, bekend as Agaphantusstraat 46, groot 805 vierkante meter, sonering Residensieel.



*Spesiale gebruiksvergunninge en voorwaardes:* Geen.

*Verbeterings:* Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, drie slaapkamers, twee badkamers en twee toilette. *Buitegeboue:* Twee motorhuise met toilet.

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

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

Indien hierdie verkoping ter enige tyd na die Eksekusieveling om welke rede ookal nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of Eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellasië nie.

Gedateer te Alberton op hede die 26ste dag van Mei 1995.

Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3044/EU/PP.)

**Saak 977/95**

#### IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bepker, Eiser, en Ndlovu, Mzwandile Kenneth, Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Parkstraat 8, Kempton Park, op 27 Julie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Kempton Park, voor die verkoping ter insae sal lê:

Sekere Erf 110, Elindinga-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 304 (driehonderd en vier) vierkante meter.

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

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

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

Gedateer te Johannesburg op die 22ste dag van Mei 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/KS/DB/Z19701.)

**Case 6137/93**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd, Plaintiff, and Sechele Simon Nkoane, Defendant**

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Tuesday, 4 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 8918, Embalenhle Extension 12 Township, Registration Division IS, Transvaal, measuring 219 (two hundred and nineteen) square metres, held by Certificate of Registered Grant of Leasehold TL7825/92, subject to the conditions contained therein.

The following information is furnished re the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, bedroom and bathroom/w.c.

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

Dated at Pretoria this 31st day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S530/93.)

Case 6135/93

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **December David Motaung**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Tuesday, 4 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 9086, Embalenhle Extension 12 Township, Registration Division IS, Transvaal, measuring 228 (two hundred and twenty-eight) square metres, held by Certificate of Registered Grant of Leasehold TL17902/92, subject to the conditions contained therein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, bedroom and bathroom/w.c.

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

Dated at Pretoria this 31st day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S533/93.)

Case 6127/93

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Paulos Mandlenkosi Dlamini**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Tuesday, 4 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 9096, Embalenhle Extension 12 Township, Registration Division IS, Transvaal, measuring 210 (two hundred and ten) square metres, held by Certificate of Registered Grant of Leasehold TL19802/92, subject to the conditions contained therein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, bedroom and bathroom/w.c.

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

Dated at Pretoria this 31st day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S532/93.)

Case 6136/93

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Nhlanhla Cyprian Shezi**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Tuesday, 4 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 8752, Embalenhle Extension 12 Township, Registration Division IS, Transvaal, measuring 347 (three hundred and forty-seven) square metres, held by Certificate of Registered Grant of Leasehold TL10749/92, subject to the conditions contained therein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, bedroom and bathroom/w.c.

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

Dated at Pretoria this 31st day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S531/93.)

Case 26005/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Dyzel, Louis Jacobus**, First Defendant, and **Dyzel, Maria Antoinette**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 7 July 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 3051, Brakpan Township, Registration Division IR, Transvaal, situated at 104 Stoffberg Avenue, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

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

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

Dated at Johannesburg on the 31st day of May 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00297 (UB297.)]

Case 03534/95

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

In the matter between **Allied Bank**, Plaintiff, and **Alan Booth**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the following property shall be sold in execution by the Sheriff, on Friday, 7 July 1995 at 11:00, at the Sheriff of the Supreme Court's Office, 439 Prince George Avenue, Brakpan, without reserve to the highest bidder:

Certain Erf 84, Brakpan North Township, Registration Division IR, Transvaal, also known as 20 Walkden Avenue, Brakpan North, Brakpan, measuring 985 square metres, held by Deed of Transfer T21991/1992.

*Improvements:* The following improvements on the property are reported, though in this regard nothing is guaranteed:

*Dwelling-house:* Brick building with tiled roof, with kitchen, lounge, dining-room, living-room, three bedrooms, bathroom, toilet, outside toilet and enclosed yard with precast walling.

*Conditions of sale:*

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

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

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, 439 Prince George Avenue, Brakpan.

Dated at Springs on this the 19th day of May 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/JD/B05495.)

Case 7382/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Teboho Jack Mokoena**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Begemann Street, Heidelberg, on Friday, 21 July 1995 at 09:00:

Full conditions of sale can be inspected at the Sheriff, Heidelberg, 40 Ueckermann Street, Heidelberg, and will be read out prior to the sale.

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

*Property:* All right, title and interest to the leasehold in respect of Erf 188, Magagula Heights Townships, Registration Division IR, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2413.)



Saak 388/94

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Naomi Lourette Lotter** (Identiteitsnommer 5502140066002), Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 5 Julie 1995 om 12:00, deur die Balju vir die Hooggeregshof, Pretoria-Oos, gehou te die perseel, Carinastraat 241, Waterkloofrif, Pretoria, Gauteng, aan die hoogste bieder:

Erf 300, geleë in die dorpsgebied Waterkloofrif, Registrasieafdeling JR, Transvaal, groot 2 246 vierkante meter, gehou kragtens Akte van Transport T70270/88.

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

**Straatadres:** Carinastraat 241, Waterkloofrif, Pretoria.

**Verbeterings:** Teëldakwoonhuis met ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis met spens, waskamer, vier slaapkamers, twee badkamers, gaste toilet, twee garages, twee bediendekamers met toilet, steenomheining met steenplaveisel.

**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 kantoor van die Balju vir die Hooggeregshof: Pretoria-Oos, Strubenstraat 142, Pretoria.

Gedateer te Pretoria hierdie 5de 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/Z9003/94/BVDM.)

Saak 2160/92

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

In die saak tussen **Jeremiah Richards**, Eiser, en **P. Korf**, Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op Vrydag, 30 Junie 1995 om 09:00, by die Landdroskantoor, Barberton:

Erf 2013, geleë in die dorpsgebied Barberton, Registrasieafdeling 369 JU, provinsie Oos-Transvaal, ook bekend as Sheba-weg 88, Barberton.

Steenwoonhuis met sinkdak, toesluitmotorhuis, motorafdak en alle verbeteringe.

Hierdie erf sal aan die hoogste bieder vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit in die verkoopvoorwaardes wat by die Balju van die Landdroshof se kantoor vir insae lê.

Geteken te Barberton op hierdie 29ste dag van Mei 1995.

B. van Rensburg, vir Bekker Van Rensburg, Generaalstraat 10; Posbus 253, Barberton, 1300. (Verw. JJVR/IU/SR2/R8.)

Saak 22691/93

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

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

'n Verkoping word gehou te die Baljukantore, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op Vrydag, 14 Julie 1995 om 11:00:

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

**Verbeterings:** Sitkamer, kombuis en badkamer.

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

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

Gedateer te Pretoria op hede die 11de dag van Mei 1995.

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



Saak 5513/94

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike)

In die saak tussen **ABSA Bank Beperk** (Volkskas Bank, Roodepoort Tak), Eiser, en **Lamprecht, Werner Frederick, Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word te die verkoopslokaal van die Balju te Roodepoort, Progressweg 182, Technikon, distrik Roodepoort op 30 Junie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die Vendaafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Roodepoort, voor die verkoping ter insae sal lê:

(a) Eenheid 28 soos aangetoon en vollediger beskryf in Deelplan 19/83 in die skema bekend as Witpoort Gardens ten opsigte van die grond en gebou of geboue geleë te Witpoortjie-dorpsgebied, Plaaslike Owerheid, Roodepoort, vir welke delé die vloeroppervlakte volgens genoemde Deelplan 52 (twee-en-vyftig) vierkante meter groot is;

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens Akte van Transport ST872/1993, geleë te Paynestraat 39, Witpoortjie.

*Verbeterings* (nie gewaarborg nie): 'n Eenheid gebou van beton met staalvensters en 'n teëldak bestaande uit sitkamer, slaapkamer, badkamer en kombuis. Geen buitegeboue.

*Terme*: 10% (tien persent) van die koopprys in kontant betaal onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand). Minimum heffing R200 (tweehonderd rand).

Gedateer te Johannesburg op die 2de dag van Mei 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. S18023/Mnr. Schutte.) (Roodepoort Balju: Tel: 760-1172.)

Saak 695/94

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

In die saak tussen **NBS Bank Limited**, Eiser, en **M. S. Mtshali**, Eerste Verweerder, en **M. A. Mtshali**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 24 Februarie 1994, en 'n lasbrief vir eksekusie gedateer 17 Februarie 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 5 Julie 1995 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

*Sekere*: Standplaas 8204, Tokoza-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 8204, Tokoza-dorpsgebied, groot 348 vierkante meter, gehou deur M. S. Mtshali en M. A. Mtshali, gehou onder Akte van Transport TL5066/91.

*Sonering*: Residensiël.

*Spesiale gebruiksvergunninge of vrystellings*: Geen.

*Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg*:

*Hoofgebou*: Teëldak met gepleisterde baksteenmure bestaande uit kombuis, sitkamer, drie slaapkamers, badkamers met toilet.

*Buitegeboue*: Geen.

*Terme en voorwaardes van verkoping*:

1. *Terme*: Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 17,25% (sewentien komma twee-vyf persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes*: Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die Kantoor van die Balju te Johriahof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 23ste dag van Mei 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. Mnr. Ungerer/PP/N2236.)

Saak 1919/94

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Ambrose Nkosi**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 16 Januarie 1995, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 7 Julie 1995 om 11:00, te die Landdroskantoor, Kamer 83, Bethal, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 914, Emzinoni, geleë in die dorp Emzinoni, Registrasieafdeling IS, Transvaal.

*Beskrywing van eiendom*: Drie slaapkamers, kombuis, badkamer en sitkamer, groot 273 (twee sewe drie) vierkante meter.

Geteken op hede hierdie 26ste dag van Mei 1995.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, p.a. Perm Bethal, Posbus 477, Marladysentrum, Marketstraat, Bethal. [Tel. (0136) 31-2550.]

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

In die saak tussen **ABSA Bank Beperk**, handeldrywend as United Bank, Eiser, en **Saka Isaac Gulube**, Eerste Verweerder, en **Nomvula Elinah Gulube**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 8 Junie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op Vrydag, 7 Julie 1995 om 11:00, te Kamer 83, Landdroskantoor, Bethal, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2948, in die dorp Emzinoni, Registrasieafdeling IS, Transvaal, groot 209 vierkante meter, adres Erf 2948, Emzinoni.

Geteken te Bethal op 29 Mei 1995.

C. J. van der Merwe, vir Lou van der Merwe, Prokureur vir Eiser, Proteagebou, Markstraat, Bethal.

Case 21902/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Schalk David van der Merwe**, First Defendant, and **Michelle Ann van der Merwe**, 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 142 Struben Street, Pretoria, on Wednesday, 5 July 1995 at 10:00, of the undermentioned property of the defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 946, situated in the Township Valhalla, Registration Division JR, Transvaal (also known as 70 Maud Drive, Valhalla), measuring 1 579 (one thousand five hundred and seventy-nine) square metres, held by Deed of Transfer T18941/93, subject to the conditions contained therein.

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

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

Dated at Pretoria this 29th day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1648/93.)

Case 18364/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Zeff George Nkuna**, First Defendant, and **Mundu Maria Nkuna**, 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 142 Struben Street, Pretoria, on Wednesday, 5 July 1995 at 10:00, of the undermentioned property of the defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 1703, The Reeds Extension 5 Township, Registration Division JR, Transvaal (also known as 36 Jan Ellis Street, The Reeds Extension 5), measuring 1 005 (one thousand and five) square metres, held by Deed of Transfer T7156/93, subject to the conditions therein contained and more especially to the reservation of mineral rights.

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

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

Dated at Pretoria this 29th day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1073/94.)

Saak 367/94

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

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **Mev. F. Smit**, Eksekutiese Boedel, **F. C. Bester**, Verweerder

Ingevolge vonnis van die Landdroshof Meyerton, en lasbrief vir eksekusie gedateer 26 September 1994, sal die ondervermelde eiendom op 6 Julie 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word. Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg:

Sekere Erf 71, Riversdale, Hoofweg 68, Registrasieafdeling IR, Transvaal, groot 4 047 (vier nul vier sewe) vierkante meter.

**Voorwaardes:**

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

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

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

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

Aldus gedoen en geteken te Meyerton op hede die 8ste dag van Mei 1995.

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

Case 5481/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nomthandaso Agnes Khumalo**, Defendant

Notice is hereby given that on 6 July 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 30 March 1995, namely:

Right of leasehold in respect of certain Erf 865, Daveyton Extension 3, Registration Division IR, Transvaal, situated at 865 Khaba Street, Daveyton Extension 3, Benoni.

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

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

Dated at Boksburg on this the 9th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03060.)

Case 7204/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Patrick Sipho Khumalo N.O.**, First Defendant, and **Patrick Sipho Khumalo**, Second Defendant

Notice is hereby given that on 6 July 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 10 April 1995, namely:

Right of leasehold in respect of certain Erf 409, Daveyton, Registration Division IR, Transvaal, situated at 409 Sikhundu Street, Daveyton, Benoni.

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

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

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04015.)



Case 02822/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Frederick Christoffel Venter**, First Defendant, and **Anna Magrieta Venter**, Second Defendant

Notice is hereby given that on 6 July 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 2 May 1995, namely:

Certain Holding 52, Norton's Home Estates, Agricultural Holdings, Registration Division IR, Transvaal, situated at 52 Stanley Road, Norton Home Estates, Benoni.

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

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

Dated at Boksburg on this the 12th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03007.)

Case 9788/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Piet Willem Hermanus Janse van Rensburg**, Defendant

Notice is hereby given that on 6 July 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 2 May 1995, namely:

Certain Erf 1087, Crystal Park Extension 1, Registration Division IR, Transvaal, situated at 5 Eshowe Street, Crystal Park Extension 1, Benoni.

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

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

Dated at Boksburg on this the 12th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05007.)

Case 5339/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lenin Clifford Kiviet**, Defendant

Notice is hereby given that on 6 July 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 20 March 1995, namely:

Certain Erf 1349, Crystal Park Extension 1, Registration Division IR, Transvaal, situated at 112 Totius Street, Crystal Park Extension 1, Benoni.

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

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

Dated at Boksburg on this the 12th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03055.)

Case 8241/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Wayne Chapman**, First Defendant, and **Sarah Chapman**, Second Defendant

Notice is hereby given that on 6 July 1995, at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 26 April 1995, namely:

Certain Erf 3420, Northmead, Registration Division IR, Transvaal, situated at 13 14th Avenue, Northmead, Benoni.



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

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

Dated at Boksburg on this the 12th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. /Mrs L. Pinheiro/H04066.)

Case 9787/95

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Geraldine Joy Laker**, Defendant

Notice is hereby given that on 6 July 1995, at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 2 May 1995, namely:

Certain Erf 1701, Rynfield, Registration Division IR, Transvaal, situated at 15 Kuper Street, Rynfield, Benoni.

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

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

Dated at Boksburg on this the 12th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. /Mrs L. Pinheiro/H05008.)

Case 33788/94  
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 **Mulder, Lennox Auburn**, First Defendant/Execution Debtor, and **Mulder, Amanda**, 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 Roodepoort at 182 Progress Road, Technikon, Roodepoort, on Friday, 30 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 12, Witpoortjie Township, Registration Division IQ, Transvaal, measuring 1 096 square metres, and held under Deed of Transfer T15366/1993, situated at 13 Ontdekkers Road, Witpoortjie North, Roodepoort.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single storey dwelling with tiled roof, internal and external brick walls that are plastered and painted, three bedrooms, lounge, dining-room, entrance hall, kitchen, two bathrooms, two w.c.'s, shower, two garages and a servant's quarters with w.c.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, and the balance and interest on the full purchase price at current bond rates payable against the registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be furnished within fourteen days 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) to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R200 (two hundred rand).

Dated at Johannesburg this 17th day of May 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Delbree Street, Johannesburg, P.O. Box 4184, Johannesburg, 2000. (Dx 257 JHB.) (Tel. 333-0046.) (Ref. Peter Sapire/Clinton Lewis/F309.)

Case 4473/94

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

In the matter between **First National Bank Limited**, Plaintiff, and **A. A. and E. de Greeff**, Defendants

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution dated 30 August 1994, a sale by public auction without reserve price will be held on 7 July 1995 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff, of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneers, C/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden en Smit Streets, Rustenburg, of the following property owned by the Defendants:

Remaining Extent of Portion 2 of Erf 1435, Rustenburg, Registration Division JQ, Transvaal, measuring 705 square metres, held under Deed of Transfer T52399/91, known as 215 Kruger Street, Rustenburg.

The following particulars are furnished but not guaranteed: Lounge, kitchen, three bedrooms, bathroom, garage, concrete walls and carport.

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

Dated at Rustenburg this 17th day of May 1995.

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

**Case 5480/95**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Betty Thokozile Mbatha**, Defendant

Notice is hereby given that on 6 July 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 20 March 1995, namely:

Right of leasehold in respect of:

**Certain:** Erf 265, Daveyton Extension 2, Registration Division IR, Transvaal, situated at 16265, Sinaba Street, Daveyton Extension 2, Benoni.

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

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

Dated at Boksburg on this the 6th day of April 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H03059.)

**Saak 2315/94**

# IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **Mark Williams**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 7 April 1995, sal die ondervermelde eiendom op 6 Julie 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik van Vereeniging, is soos volg: Sekere Gedeelte 35, Erf 91, Meyerton Farms, Blesbokstraat 42, Registrasieafdeling IR, Transvaal, groot 988 (nege agt agt) vierkante meter.

**Voorwaardes:**

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

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

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

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis en enkelmotorhuis.

Aldus gedoen en geteken te Meyerton op hede die 8ste dag van Mei 1995.

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

**Saak 29379/94**

# IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **Anastasiou, Evdokia**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Vierde Verdieping, Standardkamers, Presidentstraat, Germiston, op die 6de dag van Julie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

**Sekere:** Eenheid 4, soos getoon en meer volledig beskryf in Deelplan SS28/78, in die skema bekend as St John's Wood en ook bekend as 4 St John's Wood, Battenweg, Bedfordview, grootte 152 m<sup>2</sup> (een vyf twee) vierkante meter.

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

**Hoofgebou:** Ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, drie toilette en aantrekkamer.

**Buitegeboue:** Twee motorafdakke.

**Konstruktuer:** Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 1ste dag van Junie 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5388E.)

**Case 9630/95**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sipho Naphtali Nkosi**, Defendant

Notice is hereby given that on 7 July 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 5 May 1995, namely:

**Certain:** Erf 18078, Tsakane Extension 8, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 18078 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 29th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05000.)

**Case 28055/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Palm Xosa**, First Defendant, and **Fikile Ntomi Xosa**, Second Defendant, and **Papa Lawrence Xosa**, Third Defendant

Notice is hereby given that on 6 July 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 2 February 1995, namely:

**Certain right of leasehold** in respect of Erf 1593, Daveyton, Registration Division IR, Transvaal, situated at 1593 Khakhu Street, Daveyton, Benoni.

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

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

Dated at Boksburg on this the 10th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01841.)

**Case 22859/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Aaron Johannes Msimango**, First Defendant, and **Thithibele Marble Msimango**, Second Defendant, and **Elliot Malefetsane**, Third Defendant

Notice is hereby given that on 6 July 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 18 November 1994, namely:

**Certain right of leasehold** in respect of Erf 1589, Daveyton, Registration Division IR, Transvaal, situated at 1589 Khakhu Street, Daveyton, Benoni.



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

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

Dated at Boksburg on this the 10th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01696.)

Case 20376/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maria Ndima**, First Defendant, and  
**Mandla Joseph Ndima**, Second Defendant

Notice is hereby given that on 6 July 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 2 November 1994, namely:

Certain right of leasehold in respect of Erf 1552, Daveyton, Registration Division IR, Transvaal, situated at 1552 Khakhu Street, Daveyton, Benoni.

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

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

Dated at Boksburg on this the 10th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01614.)

Case 06069/95  
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bezuidenhout, Jean Jerome**, First Defendant, and  
**Bezuidenhout, Cecilia Amber**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 30 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 unit consisting of Section 2 and its undivided share in the common property in the Jack Sectional Title Scheme, area 105 (one hundred and five) square metres, situation Unit 2, Jack, 12 Tenth Street, Maraisburg

*Improvements* (not guaranteed): A flat consisting of two bedrooms, bathroom, kitchen, lounge and 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 R200.

Dated at Johannesburg on this 11th 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. ForeclosuresZ460.)

Case 7748/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 7 July 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 261, Dalpark Township, Registration Division IR, Transvaal, situated at 18 Ysterhout Street, Dalpark, Brakpan, measuring 1 009 (one thousand and nine) square metres.



The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising an entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, double garage, servant's room and w.c.

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

Dated at Johannesburg on the 10th day of May 1995.

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

Case 22472/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Geyser, Alwyn Petrus**, First Defendant, and **Geyser, Maureen Valerie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 7 July 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 515, Dalpark Extension 1 Township, Registration Division IR, Transvaal, situated at 30 Tiller Road, Dalpark Extension 1, Brakpan, measuring 1 004 (one thousand and four) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, scullery, double garage, w.c. and store-room.

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

Dated at Johannesburg on the 11th day of May 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00263 (UB263).]

Saak 30755/94

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Pharasi, Madge Matshepo**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Eerste Verdieping, Blok D, Lochnerpark, hoek van Richardrylaan en Suttiestraat, Halfweghuis, op 5 Julie 1995 om 14:30, 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 12, soos getoon en meer volledig beskryf in Deelplan SS393/88, in die skema bekend as Northfields en ook bekend as Woonstel 12, Northfields, Vyfde Straat, Buccleuch, grootte 68 m<sup>2</sup> (ses agt) vierkante meter.

**Verbeteringe** (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Sitkamer, twee slaapkamers, badkamer/toilet en kombuis. *Buitegeboue*: Motorafdak. *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 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 9de dag van Mei 1995.

Rossouws, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8276E.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ian Brodie**, Defendant

Notice is hereby given that on 6 July 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 13 April 1995, namely:

Certain Erf 458, Benoni, Registration Division IR, Transvaal, situated at 104 Kempston Avenue, Benoni.

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

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

Dated at Boksburg on this the 9th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04067.)

Case 18393/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Amanda Michelle Downes**, First Defendant, and **Roy Charles Downes**, 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 Wednesday, 5 July 1995 at 10:00, at 142 Struben Street, Pretoria:

Portion 13 of Erf 605, Lynnwood Glen, Registration Division JR, Transvaal, measuring 417 (four one seven) square metres, held by the First Defendant under Deed of Transfer T58270/1992, also known as 1 Hanning-Oord, Lynnwood Glen.

The following information is furnished, though in this respect nothing is guaranteed: Main dwelling-house consisting of three bedrooms, three bathrooms, two separate toilets, shower, lounge, dining-room, TV/family room, kitchen, two garages, swimming-pool and borehole.

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

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T408452/adp.)

Case 34037/94  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **More, Maruping Herman**, First Defendant, and **More, Moshilela Shiela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Block D, First Floor, Lochner Park, corner of Richards Drive and Futtie Street, Halfway House, on Wednesday, 5 July 1995 at 14:30, 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 Lot 428, Alexandra East Bank Township, Registration Division IR, Transvaal, area 592 (five hundred and ninety-two) square metres, situation 428 Springbok Crescent, Alexandra.

**Improvements** (not guaranteed): A house under tiled roof, consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room and double garage with wire fence around property.

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

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

Dated at Johannesburg on this 22nd 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. ForeclosuresZ328.)

Case 30898/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Du Preez, Piton Sadok David**, First Defendant, and **Du Preez, Elgean Henrietta**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 7 July 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 1295, Leachville Extension 1 Township, Registration Division IR, Transvaal, situated at 23 Umkomaas Avenue, Leachville Extension 1, Brakpan, measuring 735 (seven hundred and thirty-five) square metres.

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

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

Dated at Johannesburg on the 15th day of May 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00388 (UB388).]

Saak 14806/93

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Karl Barnard**, Eksekusieskuldenaar

In uitvoering van 'n vonnis van die Landdroshof te Roodepoort en 'n lasbrief vir eksekusie gedateer 7 Junie 1994, en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 30 Junie 1995 om 10:00, te die Balju se perseel, Progresslaan 182, Technikon, Roodepoort, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 947, Little Falls-uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 1 073 (eenduisend en drie-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T24586/1990, bekend as Mary Colestraat 972, Little Falls, The Lakes, Roodepoort.

**Belangrike voorwaardes van verkoping:** 10% (tien persent) deposito van die totale koopprys in kontant of by wyse van 'n bankgewaarborgde tjek by die toestaan van die bod balans binne 21 (een-en-twintig) dae na datum van verkoping.

Alle verkoopvoorwaardes wat deur die Balju net voor die verkoping uitgelees word, is in hul kantoor te Progresslaan 182, Technikon, Roodepoort, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Roodepoort hierdie 29ste dag van Mei 1995.

Blake, Bester Ing., Blake, Bestergebou, Mimosalaan 18, Wilropark, Roodepoort (Tel. 764-4643.) (Verw. mnr. Bester IH ZB4270.)

Saak 1413/95

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

In die saak tussen **ABSA Bank**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Cecilia Paulina Letsoalo**, Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 14 Maart 1995 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 28 Julie 1995 om 10:00, by Landdroskantore Pietersburg, aan die hoogste bieder, naamlik:

Erf 159, geleë te Ivy Park, Registrasieafdeling LS, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T89607/94.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Van Wyk Louwstraat 121, Ivy Park, Pietersburg, gebou van steen en bestaan uit: TV-kamer, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met stort, studeerkamer en twee motorhuise.

**Terme:** Die veilingskoste plus 10% (tjien 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 bougenootskapwaarborg 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 30ste dag van Mei 1995.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioniersentrum, Marestraat 52, Pietersburg. (Verw. mnr. Nel/LF/ANU016.)



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

In the matter between **Jackson Nelembe**, Execution Creditor, and **Elizabeth Nelembe**, Execution Debtor

In pursuance of a judgment of the Magistrate's Court of Wonderboom, granted on 24 June and warrant of attachment granted on 9 September 1994 the following property will be sold in execution:

Erf 12487, Mamelodi East, held by Elizabeth Nelembe, Certificate of Leasehold TL32684/91, measuring 279 (two hundred and seventy-nine) square metres.

Subject to the conditions and servitudes specified or referred to in the Certificate of Grant of Leasehold. The property is improved by the erection of a dwelling consisting of lounge, kitchen, toilet and two bedrooms.

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

At the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road (north of Sasko Mills), Bon Accord.

Dated at Pretoria on the 31st day of May 1995.

Tholi Vilakazi & Associates, Attorneys for the Execution Creditor, 207 Maraba Centre, Mogul Street, Asiatic Bazaar, Pretoria. (Ref. Mr Vilakazi/NW4881/gvm.)

Saak 6681/95

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Johannes Wilhelmus Minnie**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag 7 Julie 1995 om 10:00, deur die Balju vir die Hooggeregshof, Middelburg, gehou by die Landdroskantore, President Krugerstraat, Middelburg, aan die hoogste bieder:

Erf 2838, Middelburg-uitbreiding 10-dorpsgebied, Registrasieafdeling JS, Transvaal, groot 1 586 (eenduisend vyfhonderd ses-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T25109/94, onderhewig aan die voorwaardes daarin vervat en spesiaal onderhewig aan die voorbehoud van minerale regte.

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

**Straatadres:** Sipresweg 4, Kanonkop, Middelburg-uitbreiding 10.

**Verbeteringe:** Woonhuis bestaande uit sitkamer, kombuis, waskamer, vier slaapkamers met ingeboude kaste, studeerkamer, badkamer met toilet en wasbak, badkamer met wasbak, toilet, buitetoilet, dubbelmotorhuis, swembad en stoep.

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

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

**Voorwaardes:** Die volle verkoopvoorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Middelburg, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Middelburg, Auxiliumgebou, Eksteenstraat 4A, Middelburg, Transvaal.

Geteken te Pretoria op 30 Mei 1995.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S2055/RE.)

Saak 2312/94

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

In die saak tussen **Trichardt Munisipaliteit**, Eiser, en **Jan Harm Jansen van Rensburg**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 18 Oktober 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 5 Julie 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 307, Trichardt, geleë in die dorp Trichardt, Registrasieafdeling IS, Transvaal.

**Adres:** Van Belkumstraat 1, Trichardt, groot 1 487 (een vier agt sewe) vierkante meters.

Geteken te Secunda op hede hierdie 5de dag van Junie 1995.

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

Saak 2312/94

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

In die saak tussen **Trichardt Munisipaliteit**, Eiser, en **Jan Harm Jansen van Rensburg**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 18 Oktober 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 5 Julie 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 309, Trichardt, geleë in die dorp Trichardt, Registrasieafdeling IS, Transvaal.

Adres: Van Belkumstraat 3, Trichardt, groot 1 487 (een vier agt sewe) vierkante meter.

Geteken te Secunda op hede hierdie 5de dag van Junie 1995.

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

Saak 2491/94  
PH 507

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Marshall, Franklin Richard**, Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 7 Julie 1995 om 11:00, by die kantore van die Balju, Hooggeregshof Brakpan, te Prince Georgelaan 439, Brakpan, van die ondergemelde eiendom:

**Sekere:** Erf 796, Brakpan-Noord-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 140 (eenduisend eenhonderd en veertig) vierkante meter, geleë te Erf 796, Abramowitzstraat 20, Brakpan-Noord-uitbreiding 2.

**Erfbeskrywing:** Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met klinkerstene tot vensterhoogte en daarna gepleister met teëldak en staalvensters. 'n Motorhuis en buitetoilet is op die perseel. Die perseel is omhein.

**Bestaande uit die volgende:** Drie slaapkamers, badkamer, aantrekkamer, familiekamer, sitkamer en kombuis.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof Brakpan, 439 Prince Georgelaan 439, Brakpan, of Eiser se prokureurs, Blakes Prokureurs, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 26ste dag van Mei 1995.

C. W. S. S. Potgieter, vir Blakes Prokureurs, Prokureurs vir Eiser, Pleinstraat 14; Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks (011) 491-5593.] (Verw. PTM027/S. Potgieter/HVM.)

Saak 965/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **K. E. Mphahlele**, Eerste Verweerder, en **L. Mphahlele**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 14 Julie 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1167, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1766/89, grootte 563 (vyf ses drie) vierkante meter.

**Verbeterings** (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en of sementwoonhuis onder sinkdak bestaande uit sitkamer, kombuis en twee slaapkamers.

**Die wesentlike voorwaardes van verkoop is:**

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

Geteken te Pretoria-Noord hierdie 2de dag van Junie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/300/EJ.)

Case 01318/95  
PH 196

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Mosieleng, Eric**, First Defendant, and **Mosieleng, Emma**, 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 Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 6 July 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 5663, in the Township of Ennerdale Extension 8, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 577 (five hundred and seventy-seven) square metres, situated at 5663 Zirconium Street, Ennerdale Extension 8.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached, built of bricks and painted plaster under tiled roof. Floors: Cement floors, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s.

*Outbuildings:* Boundary fencing.

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

Dated at Johannesburg on this the 2nd day of June 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6690.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

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**Case 5918/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VEREENIGING HELD AT VEREENIGING**

In the matter between **Natal Building Society Limited** (now known as NBS Bank Limited) (Reg. No. 87/01384/06), Judgment Creditor, and **Patrick Roneo Frank Jacobs**, First Judgment Debtor, and **Helen Vyvienne Chandley**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging, and writ of execution the property listed hereunder which was attached on 10 April 1995 will be sold in execution on Friday, 7 July 1995 at 10:00, at the offices of the Sheriff for the Magistrate's Court, 41A Beaconsfield Avenue, Vereeniging, to the highest bidder:

Portion 10 of Erf 5401, in the Township of Ennerdale Extension 9, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 401 (four hundred and one) square metres, situated at 5401/10 Van Rooyen Crescent, Ennerdale Extension 9.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached, built of bricks and painted plaster, under 26 degree pitched tiled roof. Floors: Fitted carpets and novilon tiles, comprising combined lounge and dining-room, kitchen, three bedrooms, bathroom, shower and two w.c.'s.

*Outbuildings:* None.

*Improvements:* Boundary fencing and paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, 41A Beaconsfield Avenue, Vereeniging. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Vereeniging on this the 5th day of June 1995.

Smijman & Smullen, Plaintiff's Attorneys, Barclays Centre, 29 Leslie Street, Vereeniging. [Tel. (016) 21-3700.] (Ref. Mrs Van Biljon/M1006.)

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**Case 00876/94  
PH 196****IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**

In the matter between **NBS Bank Limited**, Plaintiff, and **Vilakazi, Dortia**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 6 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 5944, in the Township of Ennerdale Extension 8, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 369 (three hundred and sixty-nine) square metres, situated at Cryolite Crescent, Ennerdale Extension 8.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached, built of bricks and painted plaster under tiled roof. Floors: Cement floors, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

*Outbuildings:* Boundary fencing.

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

Dated at Johannesburg on this the 2nd day of June 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6490.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]



Case 04524/95  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Moorosi, Godfrey**, First Defendant, and **Hlatshwayo, Lorraine Nomasonto**, 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 6 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Portion 29 of Erf 5399, in the Township of Ennerdale Extension 9, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 442 (four hundred and forty-two) square metres, situated at 30 Geduld Crescent, Ennerdale Extension 9.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence single storey dwelling, detached, built of bricks and painted plaster under tiled roof. Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two w.c.'s.

*Outbuildings:* Garage, concrete boundary walls and paving.

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

Dated at Johannesburg on this the 2nd day of June 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6734.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Saak 1895/95

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

In die saak tussen **ABSA Bank**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Pierre Jacobus Vermaak**, Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg, toegestaan het op 28 Maart 1995 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 28 Julie 1995 om 10:00, by Landdroskantore, Pietersburg, aan die hoogste bieder, naamlik:

Resterende gedeelte van Erf 119, Annadale-dorpsgebied, Registrasieafdeling LS, Transvaal, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T26493/92.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Doornkraalstraat 114A, Annadale, Pietersburg, gebou van steen onder dak van metaal en bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en enkel motorhuis.

*Terme:* Die veilingskoste plus 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg 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, Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 31ste dag van Mei 1995.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioniersentrum, Marestraat 52, Pietersburg. (Verw. mnr. Nel/LF/ANU017.)

Saak 1653/95

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

In die saak tussen **ABSA Bank**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Muyandhuye Wicks Dlamini**, Eerste Eksekusieskuldenaar, en **Dorcas Thalitha Dlamini**, Tweede Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 21 April 1995 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 7 Julie 1995 om 10:00, by Landdroskantore, Pietersburg, aan die hoogste bieder, naamlik:

Erf 170, Ivy Park-dorpsgebied, Registrasieafdeling LS, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T76158/94.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Marshallstraat 80, Pietersburg, gehou van steen en bestaan uit ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers een met 'n stort, opwaskamer en twee motorhuise.

*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 bougenootskapwaarborg 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 1ste dag van Junie 1995.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioniersentrum, Marestraat 52, Pietersburg. (Verw. mnr. Nel/LF/ANU018.)

Case 03539/95

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

In the matter between **Allied Bank**, Plaintiff, and **Velaphi Wilson Nyakane**, Defendant

In pursuance of a judgment of the above Honourable Court, and writ of execution the following property shall be sold in execution by the Sheriff on Friday, 7 July 1995 at 11:00, at the Sheriff Supreme Court's Office, 439 Prince George Avenue, Brakpan, without reserve to the highest bidder:

Certain Erf 2036, Dalpark Extension 6 Township, Registration Division IR, Transvaal, also known as 18 Krinkhout Street, Dalpark Extension 6, Brakpan, measuring 1 045 square metres, held by Deed of Transfer T14573/1994.

*Improvements:* The following improvements on the property are reported, though in this regard nothing is guaranteed:

*Dwelling-house:* Brick building with tiled roof, with kitchen, lounge, dining-room, living-room, three bedrooms, bathroom, toilet, outside toilet and enclosed yard with pre-cast walling.

*Conditions of sale:*

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

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

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, 439 Prince George Avenue, Brakpan.

Dated at Springs on this the 1st day of June 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. MR Cooper/JD/B04795.)

Saak 27201/94

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

In die saak tussen **NBS Bank Limited**, Eiser, en **Ndlela, Paul**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terrace-gebou, Eaton Terrace 1, Alberton, op Dinsdag, 4 Julie 1995 om 10:00, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 176, Siluma View-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Paul Ndlela, onder Akte van Transport TL7206/90, bekend as Standplaas 176, Siluma View, Kattlehong, groot 336 vierkante meter.

*Sonering:* Residensieel.

*Spesiale gebruiksvergunnings en voorwaardes:* Geen.

*Verbeterings:* Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer met toilet.

*Buitegeboue:* Omheining.

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

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

Indien hierdie verkoping ter enige tyd na die eksekusieveiling om welke rede ookal nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of Eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellering nie.

Gedateer te Alberton op hede die 31ste dag van Mei 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terrace-gebou, Eaton Terrace 1, Posbus 6, Alberton. P.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N2830/EU/PP.)

Saak 2344/95

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

In die saak tussen **NBS Bank Limited**, Eiser, en **Moodley, V. P.**, Eerste Verweerder en **Moodley, T.**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terrace-gebou, Eaton Terrace 1, Alberton, op Dinsdag, 4 Julie 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 540, Palm Ridge-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Vasuthaven Perumal Moodley en Thamravadhni Moodley onder Akte van Transport T47796/91, bekend as Persimonstraat 11, Palm Ridge, Alberton, groot 792 vierkante meter.

*Sonering:* Residensieel.

*Spesiale gebruikvergunning en voorwaardes:* Geen.

*Verbeterings:* Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer met toilet.

*Buitegeboue:* Geen.

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

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

Indien hierdie verkoping ter enige tyd na die eksekusieveiling om welke rede ookal nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of Eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellasië nie.

Gedateer te Alberton op hede die 30ste dag van Mei 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terrace-gebou, Eaton Terrace 1, Posbus 6, Alberton. P.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N2944830/EU/PP.)

Saak 3259/95

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

In die saak tussen **ABSA Bank Beperk**, Reg. No. 86/04794/06 (Allied Bank Divisie), Eiser, en **A. M. C. Pretorius en R. G. Oelofse**, Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 7 Julie 1995 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Vereeniging:

Sekere Erf 978, geleë in die dorpsgebied Three Rivers-uitbreiding 1, Registrasieafdeling IQ, Transvaal (Zembesstraat 73), groot 1 586 vierkante meter.

*Verbeterings:* Ingangsportaal, sitkamer, eetkamer, studeerkamer, vier slaapkamers, twee badkamers/w.c., kombuis, familie-kamer, dubbel garage en bediendekamer.

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

Die koopprys sal as volg betaalbaar wees:

(a) Tien persent (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en

(b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;

(c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;

(d) die koper sal ook aanspreeklik wees vir betaling van afslaaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

*Voorwaardes:*

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

Gedateer te Vereeniging hierdie 1ste dag van Junie 1995.

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



Case 7958/95

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

In the matter between **Eskom**, Plaintiff, and **Hlabekisa David Khanye**, First Defendant, and  
**Monica Kenneth Khanye**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Standerton, at the Sheriff's Office, 17 Caledon Street, Standerton, on 5 July 1995 at 10:00, of the following property:

Erf 515, Thuthukani Township, Registration Division IS, Transvaal, measuring 350 square metres, held by the Defendants under Deed of Transfer T73439/1991.

This property is situated at 515 Dumisani Street, Thuthukani Township, Standerton, Transvaal.

The property is improved as following:

Lounge, three bedrooms, toilet, kitchen and bathroom. 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 17 Caledon Street, Standerton.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 74914/94

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

In the matter between **First National Bank of South Africa Ltd**, Judgment Creditor, and **Anthony Saul Sher**, Judgment Debtor

In pursuance of judgment granted in the Magistrate's Court and a warrant of execution dated 30 September 1994 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at the Johannesburg Magistrate's Court, Fox Street entrance, Johannesburg, to the highest bidder on 7 July 1995 at 10:00:

*Certain:* Portion 2 of Erf 74, Corlett Gardens Extension 2 Township, Registration Division IR, Transvaal, measuring 804 square metres, held by Deed of Transfer T40156/1989 (known as No. 2, The Willows, Corlett Drive Extension, Corlett Gardens, Johannesburg).

*Conditions of sale:*

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

2. The following improvements on the property is reported but nothing is guaranteed: Detached simplex, single storey, constructed of plastered brick walls with concrete, carpeted floors, board ceilings and tiled roof, the property is walled on three sides and fenced on the fourth, with security guards covering the entry to the complex, consisting of four rooms, kitchen, two-and-a-half bedrooms, outbuildings consisting of double garage and servant's room with full bathroom.

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

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

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

Krowitz Perlow and Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833/7901/2/3/4.) (Ref. C. A. Perlow/TK/N340.)

Case 52697/94

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

In the matter between **S. M. Pitje**, Plaintiff, and **Albert Paul Daniels**, First Defendant, and  
**Marisha Bernadine Daniels**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, North East, at NG Sinodale Centre, 234 Visagie Street, Pretoria, 25 July 1995 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, North East, at 1210 Pretorius Street, Hatfield, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 5685/52, situated in the Township of Eersterust Extension 6, Registration Division JR, Transvaal, measuring 455 (four hundred and fifty-five) square metres.

The property is situated at 264 P. S. Fourie Street, Eersterust, Pretoria.

The property is improved as follows: Lounge, kitchen, three bedrooms, bathroom and separate toilet.

*Terms:*

1. The property will be sold without the reserve price.

2. A deposit of 10% (ten per cent) of the purchase price will immediately be payable. For the balance of the purchase price a guarantee must be furnished to the Sheriff, within 14 days.

3. The purchaser shall pay the Sheriff's commission.

4. The property is sold voetstoots.

Dated at Pretoria on this the 1st day of June 1995.

Jay Singh & Associates, 418 Standard Bank Chambers, 12 Paul Kruger Streets, Church Square, Pretoria. (Ref. SMP/1015.)

Case 4764/94

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

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Ephraim Johannes Jele**, First Defendant, and **Ntombizodwa Christine Jele**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of Middelburg, Transvaal, on 11 July 1995 at 10:00, in front of the Magistrate's Court, Church Street, Hendrina, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 526 in the Town kwaZamokuhle, Hendrina, Registration Division IS, Transvaal, measuring 364 square metres, held by virtue of Certificate of Registration Grant of Leasehold TL19287/88, known as 526 kwaZamokuhle, Hendrina.

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

A dwelling consisting of lounge, dining-room, kitchen, laundry, three bedrooms, bathroom with toilet and handbasin, toilet with shower and handbasin. Outbuildings consist of garage.

**Terms:** The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale. The balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Middelburg, Transvaal, within fourteen (14) days after the sale.

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff, Aucilium Building, 4A Eksteen Street, Middelburg, Transvaal.

Dated at Pretoria this 6th day of June 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria.  
(Ref. Ms Lindeque/jm/59149.)

Case 5530/95  
PH 222

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Ngobeni: Patrick**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Vereeniging, De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 6 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

**Description:** Erf 6458, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, measuring 802 (eight hundred and two) square metres, held under Deed of Transfer T51700/1993 and situated at 6458 Vermiculite Circle, Ennerdale Extension 8, Ennerdale, zoned Residential, hereinafter referred to as the property.

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

A single storey residential building of brick walls, plastered and tiled roof, consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s and the boundary is fenced.

**Terms:**

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant local government ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 18,25% (eighteen comma two five per cent) per annum, with effect from the date of sale, shall be paid or 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

**Conditions:** The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Vereeniging, Overvaal, 28 Kruger Avenue, Vereeniging, Tel. (016) 21-3400 (Reference: Mr N. C. H. Bouwman).

Dated at Johannesburg on this 31st day of May 1995.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N85636.)

Case 8926/92  
PH 128IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Tshabalala, Makhoyane Detolt**, Identity Number 159311161, First Defendant, and **Tshabalala, Gloria Nomsa**, Identity Number 564736545, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace, Alberton, on Tuesday, 4 July 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, Alberton, prior to the sale:

The right of leasehold in respect of Lot 8491, Tokoza Village Township, measuring 306 square metres.

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

Dwelling-house consisting of lounge, two 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, 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 this the 29th 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 281344.)

Case 24373/94  
PH 128IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tintinger, Brian John**, Identity Number 4602215159004, First Defendant, and **Tintinger, Mary Elizabeth**, Identity Number 4803130172003, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace, Alberton, on Tuesday, 4 July 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, Alberton, prior to the sale:

Erf 2059, Brackendowns Extension 2 Township, Registration Division IR, Transvaal, being 61 Seligna Street, Brackendowns, measuring 1 043 square metres.

**Use zone:** Residential 1.

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

Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom, shower and toilet, kitchen, carport, servants' quarters, store-room and toilet.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

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

Dated at Johannesburg on this the 25th 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 581116.)

Case 06887/95  
PH 128IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Van Mollendorff, Jakobus Johannes** (born 14 February 1969), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Supreme Court, 56 12th Street, Springs, on Friday, 7 July 1995 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court, 56 12th Street, Springs, prior to the sale:

Erf 372, Selection Park Township, Registration Division IR, Transvaal, being 9 Goodman Street, Selection Park, Springs, measuring 1 115 square metres.



*Used zone:* Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom and separate toilet, kitchen, pantry, garage and servant's quarters and two 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 or building society or other acceptable guarantee to be furnished within 14 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 and thereafter 3% (three per cent) of up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg on the 18th 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 535282.)

**Case 22650/94**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Benshmuel, Shalom**, First Defendant, **Shati, Moshe**, Second Defendant, and **Ben-Shmuel, Yaacov**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale in execution will take place at the offices of the Sheriff, Randburg, at 9 Elna Randhof, corner of Selkirk and Blairgowrie Streets, Blairgowrie, Randburg, on 4 July 1995 at 10:00, of the remaining portion of Erf 3530, Extension 8 Township, Registration Division IR, Transvaal, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Court, at 9 Elna Randhof, corner of Selkirk and Blairgowrie Streets, Blairgowrie, Randburg, prior to the sale:

The property consist of the remaining portion of Erf 3530, Extension 8 Township, Registration Division IR, Transvaal, measuring 1 810 (one thousand eight hundred and ten) square metres, held under Deed of Transfer T80703/92, which property is owned by the First Defendant, the property is situated at 12 Ness Avenue, Bryanston Extension 8.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Residential property with usual outbuildings.

**Terms:** Ten per cent (10%) of the purchase price and the auctioneer's charges in cash on the date of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished within fourteen (14) days after the date of sale. The purchase price shall be subject to the VAT thereon being paid by the purchaser.

Dated at Sandton on this the 7th day of June 1995.

Sampson Okes Higgins Chapman Inc., Plaintiff's Attorneys, Second Floor, Digital House, Norwich Park, Parklane and Fifth Street, Sandton. (Ref. Ms V. Harwood/hb.)

**Case 31682/92  
PH 307**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Dimitri Alexander Hadjaris**, 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, Vereeniging, at the De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 June 1995 at 10:00, the undermentioned property of the Judgment Debtors, the conditions of which lie for inspection at the offices of the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the date of sale:

Holding 174, Homestead Apple Orchards Small Holdings Agricultural Holdings, Registration Division IQ, Transvaal, measuring 4,0471 (four comma nought four seven one) hectares.

The following information is furnished regarding the improvements, though in this respect, nothing is guaranteed. Consisting of a 10 acres, seven rooms, kitchen, scullery, pantry, carpets, kitchen tiles, asbestos, two rooms knotty pine, two single garages, two servant's quarters, store-room, five sheds, septic tank, borehole, geyser, Escom power and empty swimming-pool.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale, 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 this 11th day of May 1995.

John Broido Attorney, Plaintiff's Attorney, 17th Floor, 1711 Sanlam Centre, Jeppe Street, P.O. Box 9046, Johannesburg. (Tel. 333-2141.) (Ref. Mr J. Broido.)

Case 22411/94  
PH 667IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Thomas, Penelope Anne**, 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, Lochner Park, Block D, First Floor, corner of Richards Drive and Suttie Road, Halfway House, on 5 July 1995 at 14:30, 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:*

(a) Section 6 (six), as shown and more fully described on Sectional Plan SS33/1977, in the building or buildings known as Cynthia Court, of which the floor area, according to the sectional plan is 88 (eighty-eight) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings, as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section.

Held under Deed of Transfer ST33/1977 (6) (Unit), situated at Unit 6, Tonetti Street, Cynthia Court, Halfway House.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Single storey, dining-room, bathroom, outbuildings, kitchen, w.c., lounge, two bedrooms and 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 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 May 1995.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.)  
(Ref. D. Uys/F05010/U0396.)

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, 14 July 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 T27852/91.

*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 30th day of May 1995.

C. B. Chapiro, Kallmeyer & Strime, Plaintiff's Attorneys, Second Floor, Sanlam Arena, Entrance 3, 10 Cradock Avenue, Rosebank; P.O. Box 8214, Johannesburg. (Tel. 447-7860.) (Ref. Mr Shapiro/BB SH.U131/URB133.)

Case 15627/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Van Zijl, George Frederik Theron**, Defendant

In execution of 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, 22B Ockerse Street, Krugersdorp, on Wednesday, 5 July 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Unit 17, as shown and more fully described on Sectional Plan SS7/1984, in the building or buildings known as Dameva situated at Lewisham Township, Krugersdorp 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 70 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title ST7/1984(17)(Unit), being 17 Dameva Court, 211 Main Reef Road, Lewisham.

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

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

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

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93308/WRFCLS/Mr Brewer/djl.)

Case 7856/95  
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 **Swarts, Abraham**, First Defendant and **Swarts, Hendrina**, 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, 6 July 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 Kierk Vermaak and Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 2 (a portion of Portion 1) of Erf 516, Vereeniging Township, Registration Division IQ, Transvaal, measuring 630 m<sup>2</sup>, held by the Defendants under Deed of Transfer T70533/1991, being a semi-detached property comprising of 30C and 30D George Street, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of semi-detached property, the two properties combined consisting of two entrance halls, two lounges, four bedrooms, two bathroom/toilets, two kitchens, two pantries and garage.

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

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

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3129/WRFCLS/Mr Bewer/djl.)

Case 28410/94  
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Barnard, Willem Johannes Adriaan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 5 July 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 399, Dan Pienaarville Extension 1 Township, Registration Division IQ, Transvaal, measuring 788 m<sup>2</sup>, held by the Defendant under Deed of Transfer T26388/1994, being 66 Pienaar Street, Dan Pienaarville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling consists of lounge, dining-room, family room, three bedrooms, two bathrooms/toilet, kitchen and double garage.

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

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

Dated at Johannesburg this 16th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1604/WRFCLS/Mr Brewer/djl.)



Case 6927/94  
PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **De Beer Cornelius Abraham**, First Defendant, and **De Beer Rachel Cornelia**, Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 5 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp.

Erf 587, Wentworthpark Township, Registration Division IQ, Transvaal, measuring 854 m<sup>2</sup>, held by the Defendants under Deed of Transfer T11376/1984, being 116 Level Street, Wentworthpark.

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

The dwelling consists of lounge, dining-room, one and a half bathroom/toilet, three bedrooms, kitchen, shower/toilet, servant's room, store room and garage.

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

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

Dated at Johannesburg this 16th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93959/WFRCLS/Mr. Brewer/djl.)

Case 34824/92  
PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Scott Robert Wilson**, Defendant

In execution of 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, 4 July 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton.

Erf 2810, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 500 m<sup>2</sup>, held by the Defendant under Deed of Transfer T18812/83, being 3 Boerbok Road, Brackenhurst, Alberton.

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

The dwelling consists of dining-room, kitchen, three bedrooms, two bathrooms and separate 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 29th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z60855/JHBFCLS/Mr McCallum/cvdm.)

Case 28563/94  
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 **Bronkhorst Samuel Johannes**, First Defendant

In execution of 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, 6 July 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 419, Duncanville Township, Registration Division IQ, Transvaal, Measuring 999 m<sup>2</sup> held by the Defendants under Deed of Transfer T78386/1991, being 13 Andries Pretorius Street, Duncanville.

The following information is furnished *re* the improvements, though in this respect nothings is guaranteed:

The dwelling consists of entrance hall, lounge, three bedrooms, bathroom, seperate toilet, kitchen and scullery.

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

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

Dated at Johannesburg this 16th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1626/WRFCLS/Mr. Brewer/djl.)

Case 0626/95  
PH 267

#### IN THE SUPREME COURT OF THE 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 **Lees Barbara Dawn**, Defendant

In execution of 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, 6 July 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging.

Section 7 as shown and more fully described on Sectional Plan SS715/93 in the scheme known as Jovawoonstelle in respect of the land and building or buildings situate at Erf 446, in the Township of Vereeniging Local Authority, Town Council of Vereeniging, 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 68 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title ST1474/1994, and an exclusive use area described as Parking P 45, measuring 12 m<sup>2</sup>, held by the Defendant under Notarial Deed of Cession SK122/94 being 7 Java Flats and Parking Garage P45, Mark Avenue, Vereeniging.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

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

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

Dated at Johannesburg this 17th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1733/WRFCLS/Mr. Brewer/djl.)

Case 240/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mzameni Mpukuzela**, 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 Wednesday, 5 July 1995 at 12:00, 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 2740, Kanana Extension 2 Township, Registration Division IP, Transvaal, measuring 350 m<sup>2</sup>, held by the Defendant under Certificate of Right of Leasehold TL13362/1991, being 2740 Moremi Street, Kanana.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/shower, separate toilet, kitchen and garage.

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

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

Dated at Johannesburg this 18th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2152/WRFCLS/ Mr Brewer/djl.)

Case 3864/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Pretorius, Coenraad Frederick**,  
First Defendant, and **Pretorius, Zelda Dorothea**, 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, 6 July 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 340, Duncanville Township, Registration Division IQ, Transvaal, measuring 1 110 m<sup>2</sup>, held by the Defendants under Deed of Transfer T5491/1993, being 18 Gerrit Maritz Street, Duncanville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom, two separate toilets, kitchen, scullery, double garage, staff-room, store-room, toilet and workshop.

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

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

Dated at Johannesburg this 18th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. Z92583/WRFCLS/ Mr Brewer/djl.)

Case 05384/95  
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 **Pistorius, Magdalena Petronella**, Defendant

In execution of 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, 6 July 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Section 16, as shown and more fully described on Sectional Plan SS117/1985, in the scheme known as Bernlea Place in respect of the land and building or buildings situated at the Vereeniging Township, Local Authority of Vereeniging, 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 90 m<sup>2</sup>, and an exclusive use area described as Section 29, measuring 18 m<sup>2</sup>, and an exclusive use area described as Section 45, measuring 16 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title ST48344/1944, being 16 Bernlea Court, Livingstone Avenue, Vereeniging.

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

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

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

Dated at Johannesburg this 17th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. ZA2327/WRFCLS/ Mr Brewer/djl.)



Case 8462/95  
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 **Peters, Albert Adolph**, Defendant

In execution of 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, 6 July 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Section 6, as shown and more fully described on Sectional Plan SS715/93, in the scheme known as Jova Flats in respect of the land and building or buildings situated at Erf 446, Vereeniging Township, 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 68 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title ST14588/94, being 6 Jova Flats, Mark Avenue, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, bedroom, bathroom/toilet, separate 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 this 15th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3052/WRFLCS/ Mr Brewer/djl.)

Case 32438/94  
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 **Prinsloo, John Stewart**, First Defendant, and **Prinsloo, 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 the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 6 July 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:

Portion 63 (a portion of Portion 6) of the farm Houtkop 594, Registration Division IQ, Transvaal, measuring 8,5795 hectares, held by the Defendants under Deed of Transfer T31968/1988, being 63 Cora Botha Street, Houtkop.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, family room, bathroom/toilet, separate toilet, kitchen, stoep, double garages, store-room and lapa.

**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 15th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1858/WRFLCS/ Mr Brewer/djl.)

Case 4290/95  
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 **Ludik, Stephanus Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 6 July 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Holding 297, Homestead Apple Orchards Township, Registration Division IQ, Transvaal, measuring 4,0471 hectares, held by the Defendant under Deed of Transfer T52224/1988, being 297 Sixth Avenue, Homestead Apple Orchards.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/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 this 15th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2741/WRFLS/ Mr Brewer/djl.)

Case 12329/94  
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 **Lubbe, Francois Johannes**, First Defendant, and **Lubbe, Johanna Catharina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 6 July 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 894, Bedworth Park Township, Registration Division IQ, Transvaal, measuring 1 492 m<sup>2</sup>, held by the Defendants under Deed of Transfer T56974/1986, being 20 Diana Avenue, Bedworth Park.

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/toilet, kitchen, study and three car-ports.

**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 16th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z96982/WRFLS/ Mr Brewer/djl.)

Case 31257/94  
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 **Klopper, Rudolf**, First Defendant, and **Klopper, Annelise**, 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, 6 July 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 576, Bedworth Park Extension 7 Township, Registration Division IQ, Transvaal, measuring 2 001 m<sup>2</sup>, held by the Defendants under Deed of Transfer T7923/1988, being 46 Galetta Street, Bedworth Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/toilet, separate shower 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 15th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1928/WRFLS/ Mr Brewer/djl.)

Case 6969/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nkambule, Solly Johannes**, First Defendant, and **Nkambule, Ntombizdwa Priscilla**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 5 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff, for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 4888, Kagiso Township, Registration Division IQ, Transvaal, measuring 355 m<sup>2</sup>, held by the Defendants under Deed of Transfer TL49005/1990, being 4888 Kagiso.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, two bedrooms, bathroom/toilet, kitchen, bar, double garages, store-room, outside toilet and laundry.

**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 15th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93313/WRFLCS/Mr Brewer/djl.)

Case 25142/94  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited, Plaintiff, and **Da Silva Dias, Albina Maria**, Defendant

In execution of 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, 13 July 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 Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 840, Regent's Park Extension 7 Township, Registration Division IR, Transvaal, measuring 515 m<sup>2</sup>, held by the Defendant under Deed of Transfer T17010/1992, being 17 Widman Street, Regent's Park Extension 7, 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, three bedrooms, bathroom with toilet, separate toilet, shower, kitchen, patio and two carports.

**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 May 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. DX 589, Johannesburg. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01183/Mr Georgiades/e.)

Case 18795/94  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited, Plaintiff, and **Bobba, Mario Avio**, First Defendant, and **Bobba, Dolores Lynne Ferreira**, 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, 13 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Remaining Extent of Lot 148, Johannesburg North Township, Registration Division IQ, Transvaal, measuring 1 465 m<sup>2</sup>, held by the Defendants under Deed of Transfer T8864/83, being 105 Market Street, Johannesburg North.



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, kitchen, three bedrooms, two bathrooms/w.c., double garages, laundry and w.c./shower.

**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 23rd day of May 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. DX 589, Johannesburg. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01048/Mr Georgiades/le.)

Case 22320/94  
PH 683

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

In the matter between **United Bank** (A Division of ABSA Bank Limited), Plaintiff, and **Kuse, Xolile Nicholas**, First Defendant, and **Kuse, Francinah Masekhoane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Westonaria, 50 Edwards Avenue, Westonaria, on Thursday, 6 July 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 3247, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, area 700 (seven hundred) square metres, situated at 3247 Silicon Street, Lenasia South Extension 7.

**Improvements** (not guaranteed): A house consisting of three bedrooms, bathroom, toilet, separate shower, lounge, dining-room, kitchen and patio.

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

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

Dated at Johannesburg on May 1995.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax. 338-1556.) (Ref. R. L. Mogotsi/cm/A-22.)

Case 21803/93  
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 **Sibeko, Zenele Isaac**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 7 July 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 19768 and Erf 19769 Zone 14, Sebokeng Township, Registration Division IQ, Transvaal, measuring 264 m<sup>2</sup>, held by the Defendant under Certificate of Right of Leasehold TL43898 and TL43897, being Erf 19768 and Erf 19769 Zone 14, Sebokeng.

**Special conditions:** Neither of erf numbers 19768 and Erf 19769, Sebokeng, may be transferred at all unless the other of them is transferred at the same time and to the same transferee. The intention being that Erf 19768 and Erf 19769, shall be regarded as one plot, incapable of subdivision and that only one residence together with the necessary outbuildings and accessories shall be erected upon these two lots.

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

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

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

Dated at Johannesburg this 17th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z74601/ WRFCLS/Mr Brewer/djl.)

Case 08009/95  
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 **De Beer, Deon**, First Defendant, and **De Beer, Karen Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 6 July 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 441, Sonlandpark Township, Registration Division IQ, Transvaal, measuring 1 115 m<sup>2</sup>, held by the Defendants under Deed of Transfer T80166/1992, being 12 Amm Street, Sonlandpark.

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

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to 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 21st day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3190/ WRFCLS/Mr Brewer/djl.)

Case 21593/92  
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 **Timm, Riaan Raymond**, First Defendant, and **Badeira, Peck**, 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, 6 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Remaining Extent of Portion 194 (a portion of Portion 5) Elandsfontein 334, measuring 5,0304 hectares, held by the Defendants under Deed of Transfer T67173/1991, being Plot 194, Grasmere Road, Elandsfontein.

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, separate toilet, kitchen and laundry.

**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 21st day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z74508/ WRFCLS/Mr Brewer/djl.)

Case 08843/95  
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 **Strydom, Leon**, First Defendant, and **Strydom, Amanda**, 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, 6 July 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 520, Falcon Ridge Township, Registration Division IQ, Transvaal, measuring 1 025 m<sup>2</sup>, held by the Defendants under Deed of Transfer T14285/1988, being 7 Robins Street, Falcon Ridge.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, dressing room, four bedrooms, two bathrooms/toilet, kitchen, double garages, servant's room, shower/toilet and double carports.

**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 21st day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA-3311/WRFCLS/Mr Brewer/djl.)

Case 35705/91  
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 **Schroder, Carolyn Joan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 7 July 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Holding 70, Vaalview Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,0797 hectares, held by the Defendant under Deed of Transfer T2268/1973, being Holding 70, Vaalview, Vanderbijlpark.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, study, four bedrooms, two bathrooms, separate toilet, kitchen, dining-room and servant's room.

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

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z38513/WRFCLS/Mr Brewer/djl.)

Case 22085/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Ramalekana, Maropeng Simon**, First Defendant, and **Ramalekana, Elsie Manangu**, Second Defendant

In execution of a judgment of the Supreme Court (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the offices of the Sheriff, Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 30 June 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's Offices, and read out prior to the sale:

All right, title and interest in the leasehold in respect of Erf 2589, Vosloorus Extension 1 Township, Registration Division IR, Transvaal, measuring 271 (two hundred and seventy-one) square metres, held by Certificate of Registered Grant of leasehold TL35225/1989, situated at 2589 Roets Drive, Extension 1, Vosloorus, Boksburg.

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

The property is zoned residential.

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

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

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

Karolia - Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMM/hk/7300.818.)



Case 28325/94  
PH 410

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Shabally, Kevin Louis**, First Defendant, and **Shabally, Debra Irene**, 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 50 Edwards Avenue, Westonaria, on Friday, 30 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's Offices, and read out prior to the sale:

Erf 3355, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, measuring 662 (six hundred and sixty-two) square metres, held by Deed of Transfer T17565/1989, situated at 3355 Titanium Street, Extension 7, Lenasia South.

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

The property is zoned residential.

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

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

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

Karolia - Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg; P.O. Box 1759, Johannesburg, 2000. (Tel. 838-2395/6/7/8.) (Ref. Mr Karolia/7300-933.) J. A. Myburgh, Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria. [Tel. (011) 753-2015.]

Case 33810/94  
PH 222

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited**, Defendant, and **Scott, Ian**, 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, on 6 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey unit, tiled roof, consisting of three bedrooms, kitchen, full bathroom, lounge and dining-room.

**Being:** Sections 7 and 27 Clachan, Northcliff Extension 14, situated at Unit 11 Clachan, Beyers Street, Northcliff Extension 14, situated at Unit 11, Clachan, Beyers Street, Northcliff Extension 14, measuring 71 square metres, Registration Division: Johannesburg Local Authority Transvaal, held by the Defendant under Title Deed ST4763/93.

**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).

Dated at Johannesburg this 23rd day of May 1995.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.) C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case 2344/94

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

In the matter between **ABSA Bank Beperk** (Trustbank), Judgment Creditor, and **Willem Lodewikus Fourie Nel**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Krugersdorp, and a warrant of execution dated 18 May 1994, the following property will be sold in execution on 5 July 1995 at 12:00, on the property, 20 Sneeuweg Street, Noordheuwel Extension 2, Krugersdorp, to the highest bidder namely:

Certain Erf 1896, Noordheuwel Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 195 square metres, held by ABSA Bank Limited (formerly trading as Trustbank).

**Improvements:** House consist of lounge, family room, dining-room, two bathrooms, three bedrooms, passage and kitchen. Outbuildings: Two garage and fencing (nothing is guaranteed).

*Conditions of sale:*

1. The property will be sold to the highest bidder without reserve and the sale will be subject to the conditions and regulations of the Magistrates' Courts Act and the title deeds as far as these are applicable.

2. The purchase price shall be paid as follows:

(a) 10% (ten per cent) thereof in cash on the day of the sale and payable to the Sheriff.

(b) The balance to be guaranteed against transfer by approved bank or building society guarantees in favour of Judgment Creditor and/or nominees, to be delivered to the Sheriff within 14 (fourteen) days from the date of sale, which guarantees are to be made free of exchange at Krugersdorp, payable against registration of transfer of the property into the name of the purchaser.

3. The conditions of sale which will be read by the Sheriff immediately prior to the sale, are open for inspection at his offices at corner of Rissik and Ockerse Streets, Krugersdorp.

Dated at Krugersdorp on the 2nd day of June 1995.

G. J. Smith & Van der Watt Inc., Judgment Creditor's Attorneys, Fourth Floor, United Building, 57 Ockerse Street, Krugersdorp. (Tel. 660-7991.)

**Case 9083/95**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Karel Johannes Nieuwoudt**, First Defendant, and **Catharina Susanna Nieuwoudt**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Van Emmenis Street, Nylstroom, on Friday, 7 July 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Nylstroom, at Rentmeester Building, 88 Potgieter Street, Nylstroom, and will be read out prior to the sale.

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

*Property:* Portion 1 of Erf 842, situated in the Town Nylstroom Extension, Registration Division KR, Transvaal, known as 139 Kerk Street, Nylstroom.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2445.)

**Case 7690/95**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fernando Floriano Do Sacramento Da Silva**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Delville Street, Witbank, on 14 July 1995 at 10:00:

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

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

*Property:* Portion 5 of Erf 1537, Del Judor Extension 22 Township, Registration Division JS, Transvaal, situated at Paul Street, Del Judor Extension 22.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2416.)

**Saak 27298/94**

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

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede**, Eiser, en **Daphne Lucilla Densham**, Verweerder

Erf 13, Marloth Park, Vakansiedorp, Registrasieafdeling JU, Transvaal, groot 1980 (eenduisend negehonderd-en-tagtig) vierkante meter, geleë in Blinkblaarlaan, langs 'n park, Marloth Park, tussen Komatipoort en Hectorspruit, gehou kragtens Akte van Transport T9348/1987.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Barberton, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaerskommissie plus BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 7de dag van Junie 1995.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mnr. C. J. van der Merwe/rdb.)

Case 9565/92

# IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. M. Schipper**, Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 11 Februarie 1993 uitgereik is deur die bogemelde agbare Hof sekere vaste eiendom naamlik:

Gedeelte 3 van Erf 895, geleë in die dorp Pietersburg, Registrasieafdeling LS, Transvaal, beter bekend as Magazynstraat 28, Pietersburg, groot 1 428 (een vier twee agt) vierkante meter.

*Bestaande uit:* Vierslaapkamerwoonhuis, twee badkamers met een stort, familiekamer, kombuis, eetkamer, sitkamer, waskamer, woonstel met slaapkamer, badkamer, kombuis, motorhuis en afdak, swembad en plaveisel.

Verkoop sal word in eksekusie deur die Balju van die Landdroshof/Afslaer te die perseel te Landdroshof Pietersburg, hoek van Bodenstein- en Landdros Maréstraat, op 7 Julie 1995 om 10:00.

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

1. Die koper moet 'n deposito van 10% (tien persent) 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 verstrek te word.

2. Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof/Afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom voetstoots verkoop.

Geteken te Pietersburg op hierdie 31ste dag van Mei 1995.

P. S. Steyn, vir Du Toit, Swanepoel & Steyn, Tweede Verdieping, NBS-gebou, Landdros Maréstraat 53, Pietersburg, 0700. (Verw. mnr. Steyn/tv/2886.)

Case 19702/94

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Madlala, John Mteto**, Defendant

In execution of 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 4 July 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3013, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 333 (three hundred and thirty-three) square metres, situated at Erf 3013, Likole Extension 1 Township.

The following information is furnished in respect of the improvements (though in this respect nothing is guaranteed): Dwelling under tiled roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 26th 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. M28344/SC.)



Case 27432/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mayise, Mbongeni Jockonia**, First Defendant, and **Mphago, Mmamotho Magdeline**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 4 July 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, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 3530, Moleleki Extension 1 Township, Registration Division IR, Transvaal, measuring 220 (two hundred and twenty) square metres, situated at Erf 3530, Moleleki Extension 1 Township.

The following information is furnished in respect of the improvements (though in this respect nothing is guaranteed): Dwelling under iron roof, dining-room, living-room, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 26th 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. M24824/SC.)

Case 29891/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mollo, Letswelakgosi Philemon**, Defendant

In execution of 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 4 July 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 3580, Moleleki Extension 1 Township, Registration Division IR, Transvaal, measuring 230 (two hundred and thirty) square metres, situated at Erf 3580, Moleleki Extension 1 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, bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 1st day of June 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. M25064/SC.)

Saak 3711/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **Pieter Willem Vorster**, Verweerder

Ingevolge 'n uitspraak van die Landdros Klerksdorp, en lasbrief vir eksekusie teen goed met datum 24 April 1995, sal die ondervermelde eiendomme op Vrydag, 21 Julie 1995 om 10:00, te die Baljukantore, Leaskstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Sekere Deel 1, soos getoon en vollediger beskryf op Deelplan SS269/91 in die skema bekend as Kareeboswoningstelle ten opsigte van die grond en gebou of geboue geleë te Erf 163, Declerquille-dorpsgebied, in die gebied van die Klerksdorp Stadsraad van welke deel die vloerooppervlakte volgens genoemde Deelplan 88 (agt-en-tagtig) vierkante meter groot is.

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST72968/94, bekend as Kareeboswoonstelle 1, Declerqville, Klerksdorp.

*Hierdie eiendom bestaan uit:* Simpleks woonstel, sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer plus stort, toilet en motorhuis.

*Onderhewig aan die volgende voorwaardes:*

1. Die eiendom sal voetstoots en sonder reserve verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op Landdroshowe, van 1954, 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 18,25% (agtien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die eiendomme is verbeter en bestaan 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 Bona-gebou, Boomstraat 19, Posbus 33, Klerksdorp. (Verw. mnr. Botha/HS.)

**Case 16010/94**

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Jose Manuel Fernandes Neri**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at 142 Struben Street, Pretoria, on Wednesday, 5 July 1995 at 10:00, of the undermentioned property of the defendant on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

a) Section 8, as shown and more fully described on Sectional Plan SS230/89, in the scheme known as Montrose in respect of the land and building or buildings situated at Bronberrik Township, Verwoerdburg, Town Council Verwoerdburg (also known as 8 Montrose, 91 Galway Avenue, Bronberrik Verwoerdburg) of which the floor area, according to the said sectional plan, is 104 (one hundred and four) square metres in extent; and

b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST55495/93.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Simplex consisting of entrance hall, lounge, dining-room, kitchen, bedroom, bathroom and garage.

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

Dated at Pretoria this 30th day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S898/94.)

**Case 14790/93**

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Isaac Bongumusa Mtshali**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Tuesday, 4 July 1995 at 10:00, of the undermentioned property of the defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the Leasehold in respect of Erf 5102, Embalenhle Extension 9 Township, Registration Division IS, Transvaal, measuring 400 (four hundred) square metres, held under Certificate of Registered Grant of Leasehold TL64102/89, subject to the conditions contained in the said Deed.

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

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

Dated at Pretoria this 5th day of June 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1250/93.)

Case 5740B/93

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

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Moloko Johannes Masekamene**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Tuesday, 4 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold iro, Lot 7545, eMbalenhle Extension 11 Township, Registration Division IS, Transvaal, measuring 273 (two hundred and seventy-three) square metres, held by Certificate of Registered Grant of Leasehold TL57487/92, subject to the conditions contained therein.

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

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

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

Dated at Pretoria this 6th day of June 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S448/93.)

Case 9064/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Puleng Emily Moloi**, Defendant

Notice is hereby given that on 7 July 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 April 1995, namely:

Certain Erf 681, Tsakane Extension 1, Registration Division IR, the province of Pretoria-Witwatersrand-Vereniging, situated at 681 Tsakane Extension 1, 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, toilet, 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 5th day of June 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H04079.)

Case 24412/95

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

In the matter between **ABSA Bank Limited** (Volkskas Division), Plaintiff, and **Gerhardus Dirk Swanepoel**, First Defendant, and **Sarah Johanna Swanepoel**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 6 July 1995 at 10:00, of:

Portion 3 of Erf 93, in the Town Booyens (Pta), Registration Division JR, Transvaal, measuring 1 276 square metres, known as 1121 Paff Street, Booyens, Pretoria.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms, bathroom, laundry, single garage, staff room and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-439404/JAA/J. S. Herbst.)

Case 8684/91

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

In the matter between **United Building Society Limited**, Plaintiff, and **Robert Martin Engelbrecht**, First Defendant, and **Mathilda Engelbrecht**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 6 July 1995 at 10:00, of:

Erf 276, situated in the township of Capital Park, Registration Division JR, Transvaal, measuring 1 190 square metres, known as 463 Myburgh Street, Capital Park.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, TV room, kitchen, sixth bedrooms, two bathrooms, study and double garage.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-439445 (344600)/JAA/J. S. Herbst.]



Case 12129/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

A sale in execution will be held on Friday, 7 July 1995 at 10:00, by the Sheriff for Middelburg in front of the Magistrate's Office, President Kruger Street, Middelburg, Transvaal, of:

Erf 4942, Mhluzi Extension 2 Township, Registration Division JS, Transvaal, in extent 273 square metres, known as Erf 4942, Mhluzi Extension 2.

Particulars are not guaranteed.

Dwelling with lounge/dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff, Middelburg, Auxilium Building, 6 Eksteen Street, Middelburg, Transvaal.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N5/A-439478 (373868)/JAA/J. S. Herbst.]

Case 10221/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Khehla William Bayana**, Defendant

A sale in execution will be held on Friday, 7 July 1995 at 10:00, by the Sheriff for Middelburg, in front of the Magistrate's Office, President Kruger Street, Middelburg, Transvaal, of:

Erf 1389, Mhluzi Extension 3 Township, Registration Division JS, Transvaal, in extent 339 square metres, known as Erf 1389, Mhluzi Extension 3.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, separate toilet and garage.

Inspect conditions at Sheriff, Middelburg, Auxilium Building, 6 Eksteen Street, Middelburg, Transvaal.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N5/A-371776/JAA/J. S. Herbst.)

Case 12221/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Petrus Jacobus Senekal**, Defendant

A sale in execution will be held on Friday, 7 July 1995 at 08:30, by the Sheriff for Brits, at the office of the Sheriff, First Floor, Theo Building, 42 Murray Avenue, Brits, of:

Erf 87, in the Township of Brits, Registration Division JQ, Transvaal, in extent 1 210 square metres, known as 21 Aletta Street, Brits.

Particulars are not guaranteed.

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

Inspect conditions at Sheriff for Brits, at the office of the Sheriff, First Floor, Theo Building, 42 Murray Avenue, Brits.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-439457/JAA/J. S. Herbst.)

Case 13909/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Frans Antonie Immelman**, First Defendant, **Hester Elizabeth Immelman**, Second Defendant, and **De Novo Konstruksie BK**, Third Defendant

A sale in execution will be held on Friday, 7 July 1995 at 10:00, by the Sheriff for the Supreme Court, Thabazimbi, at Bushmankraal 33, Thabazimbi, of:

1. Portion 1 (Fairview) of the farm Vogelstruisfontein 32, Registration Division KQ, Transvaal, measuring 551,6066 hectares.

2. Portion 1 of the farm Brakbult 31, Registration Division KQ, Transvaal, measuring 738,6178 hectares.

3. Portion 1 of the farm Bushmanskraal 33, Registration Division KQ, Transvaal, measuring 765,6532 hectares. Known as 1. Portion 1 (Fairview) of the farm Vogelstruisfontein 32; 2. Portion 1 of the farm Brakbult 31; and 3. Portion 1 of the farm Bushmanskraal 33.

Particulars are not guaranteed.

1. Borehole and cement dam.

2. *Dwelling*: Lounge, dining-room, kitchen, bathroom and three bedrooms. *Outbuildings*: Three store-rooms and cool-room, borehole and cement dam.

3. *Dwelling*: Lounge, dining-room, kitchen, four bedrooms and two bathrooms. Two outbuildings for staff.

Inspect conditions at Sheriff for the Supreme Court, Thabazimbi, 61 Van der Bijl Street, Thabazimbi.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N4/409353(a)/JAA/M. Oliphant.)

Saak 424/95

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Mmamamona Anna Manyathela**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Donderdag, 6 Julie 1995 om 10:00, deur die Balju vir die Hooggeregshof, Ekangala, gehou by die Ekangala Landdroskantoor, aan die hoogste bieder:

Eienaar Eenheid 2655, geleë in die dorpsgebied Ekangala D, in die distrik Mkobola, groot 190 (eenhonderd-en-negentig) vierkante meter, gehou kragtens Akte van Grondbrief 499/91, onderhewig aan die voorwaardes daarin vervat.

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

*Straatadres*: Huis 2655, Ekangala D, Mkobola.

*Verbeteringe*: Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

*Reserweprys*: Die eiendom word verkoop sonder reserwe.

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

*Voorwaardes*: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Ekangala onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Ekangala, Klipstraat 4, Groblersdal.

Geteken te Pretoria op hierdie 26ste dag van Mei 1995.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1865/RE.)

Case 19525/95

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Uwe Siepje**, First Defendant, and **Anna Sophia Siepje**, Second Defendant

A sale in execution will be held on 6 July 1995 at 10:00, at 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Portion 2 of Erf 233, situate in the Township of Claremont, Registration Division JR, Transvaal, measuring 767 square metres, known as 445 Vlierboom Street, Claremont, Pretoria.

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

Dwelling single-storey, brick walls, IBR roof (low pitch), fitted carpets, novilon, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. front and small b/stoeps, single garage, servants room with w.c., concrete walls, brick drive, pref. walls and gates.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria West. Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1283.)

Case 59035/91

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **J. A. Nel Trust**, Defendant

A sale in execution will be held on 5 July 1995 at 10:00, at 142 Struben Street, Pretoria, of Erf 73, situate in the Township of Waterkloof Glen, Registration Division JR, Transvaal, measuring 2 055 square metres, known as 385 David Street, Waterkloof Glen.

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

Dwelling single-storey, partly double, brick walls, tiled roof, fitted carpets, novilon, lounge, dining-room, study, kitchen, four bedrooms, two bathrooms, two showers, 2 w.c.'s, family room, dress-room, entrance hall, front stoep, patio, balcony, four garages, store, servants room with w.c and shower, laundry, brick walls, steel gates, alarm system, borehole, aluminium awnings, concrete swimming-pool and brick pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9130.)

Case 10230/94  
PH 507IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Bank of Lisbon International Ltd**, Plaintiff, and **Rugajo, Mabalama**, trading as **Group Ruzizi Trading**, First Defendant, **Ruzizi Transport Imports & Exports CC**, Second Defendant, and Unit 29 Yellow Wood Park CC, Third Defendant

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a sale will be held on 6 July 1995 at 10:00, at the offices of the Sheriff, Johannesburg-Central, First Floor, 131 Marshall Street, Johannesburg:

*Certain:* (a) Section 29 as shown and more fully described on Sectional Plan SS27/1987 in the scheme known as Yellowwood Park, situate at Berea Township, Local Authority Johannesburg, of which the floor area according to the Sectional Plan is 74 (seventy-four) square metres in extent, together with an undivided share in the common property in the land;

(b) 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 specified in a schedule endorsed on the said sectional plan; and held under Certificate of Registered Sectional Title No. ST27/1987 (29) (UNIT).

*Measuring:* 74 (seventy-four) square metres, situate at 41 Yellowwood Park, Prospect Road, Berea.

*Property description:*

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. A single-store dwelling consisting of kitchen with built-in cupboards, tiled floor and wallpaper, enclosed balcony, tv-room with built-in cupboards, bathroom with built-in cupboard, tile floor and wallpaper, bedroom with built-in cupboards and carpets and tiled entrance hall.

The sale will be held on the conditions to be read out by the auctioneer and these conditions may be examined at the offices of the Sheriff, Johannesburg-Central, First Floor, 131 Marshall Street, Johannesburg, or at the offices of the Plaintiff's Attorneys, Messrs Blakes Incorporated, 14 Plein Street, Johannesburg.

Signed at Johannesburg on this the 5th day of June 1995.

J. A. P. Sanchez, for Blakes Inc., 14 Plein Street, P.O. Box 5135, Johannesburg. [Tel. (011) 491-5500.] (Ref. Mr Sanchez/AdeG/EB0199.)

Case 901/94  
PH 609IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **NBS Bank Ltd**, Plaintiff, and **Haywood, John Sutton**, First Defendant and **Haywood, Ursula Sarah**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 30 June 1995 at 11:15, at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Erf 113, Farrar Park Township, Registration Division IR, Transvaal, held under Deed of Transfer T2635/93, situated at 8 Joel Street, Boksburg.

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

*Improvements:* Tiled roof, semi face-brick and plaster, lounge, dining-room, study, kitchen, entrance hall, laundry, four bedrooms, two bathrooms, three toilets, guest toilet, two garages and five car-ports. *Outbuildings:* Servants quarters and toilet and swimming-pool.

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

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

Dated at Johannesburg on this the 11th day of May 1995.

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

Saak 1438/95

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

In die saak tussen **NBS Bank Bpk**, voorheen bekend as Natal Bouvereniging Bpk., Eiser, en **Pieter Daniel Lottering**, First Verweerder, en **Sonette Emmerentia Lottering**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 17 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 6 Julie 1995 om 10:00, by die balju kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder.

Sekere Erf 1573, Birch Acres-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 1 000 m<sup>2</sup> (eenduisend vierkante meter) groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, twee badkamers, twee toilette, sitkamer en eetkamer gekombineer, kombuis, motorhuis, teël dak, swembad en betonmure.



**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 1ste dag van Junie 1995.

E. M. Liebenberg, Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Ons Verw. EML/sv/M281/MIL425.)

Case 6451/95

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Gladstone Vuyo Dywili**, Defendant

Notice is hereby given that on 7 July 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 3 April 1995, namely:

*Certain:* Erf 15586, Tsakane Extension 5, Registration Division IR, the Province of Pretoria, Witwatersrand, Vereeniging, situate at 15586, Tsakane Extension 5, 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 condition of sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this the 1st day of June 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04010.)

Case 4235/91

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Martin Edward Groep**, First Defendant, and **Taphesine Minnie Groep**, Second Defendant

On 7 July 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

*Certain:* Portion 162 ('n portion of Portion 1) of Erf 846, Reiger Park Extension 1, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging, situate at 162 Johnny Arends Street, Reiger Park Extension 1, Boksburg.

*Improvements:* Detached single-storey brick residence consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and outbuildings comprising of 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% 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 1st day of June 1005.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01267.)

Case 1797/95

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Levy Johann Khumalo**, First Defendant, and **Maponto Elsie Khumalo**, Second Defendant

On 7 July 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 13991, Vosloorus Extension 10, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging, situated at 13991 Vosloorus Extension 10, Boksburg.

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

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

2. The purchaser shall pay 10% 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 1st day of June 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04000.)

Case 4593/95

# IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Anna Helena Claassen**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 5 July 1995 at 10:00, of the following property:

A unit consisting of:

(a) Section 2, as shown and more fully described on Sectional Plan SS253/1994, in the scheme known as Wierda 2450, in respect of the land and building or buildings situate at Erf 2450, Wierda Park Extension 2 Township, Southern Pretoria Metropolitan Substructure, of which section the floor area according to the said sectional plan is 132 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 virtue of Deed of Transfer ST31433/1994.

This property is situated at Unit 2, 18 Memel Street, Wierdapark Extension 2, Verwoerdburg.

The property is improved as follows three bedrooms, kitchen, dining-room, separate toilet/shower, bathroom/toilet, lounge, garage and pantry. Duet residential 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 office at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Dated at Pretoria on this the 8th day of June 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/EF.)

Saak 586/95

# IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Laeveldtrust Beleggings Beperk**, Eksekusieskuldeiser, en **S. Susmak**, handeldrywende as Captain Dorego, Eerste Eksekusieskuldenaar en **E. R. Susmak**, handeldrywende as Captain Dorego, Tweede Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 3 Maart 1995, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantore te Nelspruit, op 7 Julie 1995 om 10:00, of so spoedig moontlik daarna, naamlik:

Eksekusieskuldenaar se reg, titel en belang in Gedeelte 14 van Erf 1453, Sonheuwel-uitbreiding 1, Registrasieafdeling JT, Transvaal, groot 1 386 (een drie agt ses) vierkante meter.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieder verkoop word.

Die koopprijs is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar ten registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof te Nelspruit ter insae lê.

Geteken te Nelspruit op hede hierdie 31ste dag van Mei 1995.

S. F. P. Pretorius, vir Du Toit-Smuts, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. (Verw. Pretorius/LH/LAE60/L8-95.)

Saak 400/92

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

In die saak tussen **Standard Credit Corporation Ltd**, Eiser, en **Moshomaele Jacob Radebe**, Verweerder

Ingevolge uitspraak van die Landdros te Botshabelo en lasbrief vir eksekusie uitgereik deur bogemelde Agbare Hof, sal die ondervermelde eiendom op Vrydag, 7 Julie 1995 om 11:00, te die Landdroskantoor, Botshabelo, geregtelik verkoop word aan die hoogste bieder, naamlik:

Sekere Perseel H 2960, geleë in die dorpsgebied Botshabelo.

Geteken te Botshabelo hierdie 31ste dag van Mei 1995.

Myburgh Steyn & Meyer, Addy's Plaza, Sentrale Besigheidsdistrik, Posbus 5619, Botshabelo, 9781.

Case 906/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Louis Ferdinand Viljoen**, First Defendant and **Dalene Fredrika Viljoen**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 5 July 1995 at 10:00, of the following property:

Erf 1875, The Reeds Extension 9 Township, Registration Division JR, Transvaal, measuring 1 131 square metres, held by the Defendants under Deed of Transfer T82244/1994.

The property is situated at 49 Crossley Street, The Reeds, Verwoerdburg.

The property is improved as follows: Two bedrooms, kitchen, two carports, bathroom/toilet, lounge and entrance hall, 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 Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Dated at Pretoria on this the 8th day of June 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. A. S. McCreath/ef.)

Case 6501/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dawid Wegeling van den Berg**, First Defendant and **Muriel van den Berg**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 5 July 1995 at 10:00, of the following property:

Erf 376, Rooihuiskraal Extension 3 Township, Registration Division JR, Transvaal, measuring 1 541 square metres, held by the Defendants under Deed of Transfer 51729/1993.

This property is situated at 53 Visvanger Street, Rooihuiskraal, Verwoerdburg, Pretoria.

The property is improved as follows: Three bedrooms, kitchen, family room, carport, two bathrooms/toilet, lounge, dining-room and garage, single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's offices at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Dated at Pretoria on this the 8th day of June 1995.

Rooth & Wessels, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. A. S. McCreath/ef.)

Case 1598/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Sharon Ann Botha**, Defendant

A sale by public auction without reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 5 July 1995 at 10:00, of the following property:

Erf 1766, Eldoraigne Extension 3 Township, Registration Division JR, Transvaal, measuring 1 204 square metres, held by the Defendant under Deed of Transfer T56069/1990, this property is situated at 1 Plover's Path, Eldoraigne, Pretoria.



The property is improved as follows: Single-storey dwelling-house: Five bedrooms, kitchen, family room, study, swimming-pool, separate toilet, two bathrooms/toilets, lounge, dining-room, three garages, entrance hall and scullery/laundry.

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 Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Dated at Pretoria on this the 8th day of June 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/EF.)

Case 1109/95

# IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abubakar Ebrahim**, First Defendant, and **Hajera Ebrahim**, Second Defendant

A sale by public auction without reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 5 July 1995 at 10:00, of the following property:

Erf 1509, Heuweloord Extension 3 Township, Registration Division JR, Transvaal, measuring 1 060 square metres, held by the Defendants under Deed of Transfer T12341/1994, this property is situated at 17 Cape Beach Street, Heuweloord, Transvaal.

The property is improved as follows: Single-storey dwelling-house: Three bedrooms, kitchen, dining-room, bathroom/toilet, lounge and toilet/shower.

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 Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Dated at Pretoria on this the 8th day of June 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/ef.)

Case 26313/94

# IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marthinus Hermanus Kruger**, First Defendant, and **Isabella Maria Susanna Kruger**, Second Defendant

A sale by public auction without reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 5 July 1995 at 10:00, of the following property:

Erf 1373, Rooihuiskraal Extension 9 Township, Registration Division JR, Transvaal, measuring 1 217 square metres, held by the Defendants under Deed of Transfer T48342/1991, this property is situated at 115 Hofsanger Avenue, Rooihuiskraal Extension 9, Verwoerdburg, Pretoria.

The property is improved as follows: Single-storey dwelling-house: Two bedrooms, kitchen, dining-room, bathroom/toilet and lounge.

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 Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Dated at Pretoria on this the 8th day of June 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/ef.)

Saak 3372/95

# IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **David Mosebetsi Sethole**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 6 April 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Vanderbijlpark, op 7 Julie 1995 om 10:00, te Hoofingang, Landdroskantoor, Generaal Hertzogstraat, Vanderbijlpark, verkoop:

Sekere alle reg, titel en belang in die huurpag ten opsigte van Perseel 62363, Gebied 17, Sebokeng, Registrasieafdeling IQ, Transvaal, groot 308 (driehonderd en agt) vierkante meter.

Tydens die voorbereiding van hierdie kennisgewing was daar geen verbeteringe aangebring op die eiendom nie behalwe buite mure van 'n woonhuis.

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 te Suite C, Rietbokgebou 5, Generaal Hertzogstraat, Vanderbijlpark.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T du Plessis/AN (FF 0327).]

**Saak 3869/95**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Frederick van der Merwe**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 12 April 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 6 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park:

Sekere Deel 44, soos getoon en volledig beskryf op Deelplan SS75/86, in die skema bekend as Aaneenwoonstelle ten opsigte van die grond en gebou of geboue geleë te Kempton Park-dorpsgebied, Stadsraad van Kempton Park, met straatadres bekend as Aneenwoonstelle 407, Gladiatorstraat, Kempton Park, groot 34 (vier-en-dertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit kombuis, slaapkamer, toilet en badkamer.

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 te Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis (FF 0356).]

**Saak 5336/95**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Shaun John Jackson**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 7 April 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Brakpan, op 7 Julie 1995 om 11:00, te Baljukantoor, Prince Georgelaan 439, Brakpan, verkoop:

Sekere Erf 218, Brenthurst-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Van der Merwestraat 18, Brenthurst, groot 773 (sewehonderd drie-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis wat bestaan uit sit-/eetkamer, twee slaapkamers, badkamer/wk. en kombuis.

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 te Prince Georgelaan 439, Brakpan.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis (FF 0378).]

**Saak 2965/95**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Moremi Joseph Letsholo**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 10 Maart 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Brits, op 7 Julie 1995 om 08:30, te Theogebou, Murraylaan 42, Brits, verkoop:

Sekere Erf 3189, geleë te Lethabile, distrik Brits, groot 600 (seshonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, drie slaapkamers, kombuis en badkamer/wk.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Theogebou, Murraylaan 42, Brits.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis (FF 0312).]

Saak 18409/95

# IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOUD TE PRETORIA

In die saak tussen **Pretorium Trust**, Eiser, en **mnr. D. Fuller Petersen**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 11 Oktober 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 5 Julie 1995 om 10:00, te Strubenstraat 142, Pretoria, aan die persoon wie die hoogste bod maak:

Erf 1827, Pierre van Ryneveld-uitbreiding 7, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T42184/1991, geleë te Kirknesslaan 53, Kirkness Park, Pierre van Ryneveld.

Die volgende verbeterings is op die eiendom aangebring, maar word nie gewaarborg nie: Siersteen staandakhuis bestaande uit drie slaapkamers met volvloermatte, twee volle badkamers, geteëde sitkamer, eetkamer en kombuis, badkamers en eetkamer met twee toesluitmotorhuise met bediendekamer en toilet. Daar is twee wendyhuise (5,1 x 3,5 m) met 'n swembad op die erf. Die erf is omhein met beton en steenmure en het 'n plaveisel inrit.

Die eiendom word met 'n reserweprys aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent) word vereis en die balans by wyse van 'n bank- of bouvereniging waarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju, Pretoria-Suid, se kantore.

Geteken te Pretoria op hede die 8ste dag van Junie 1995.

Van Zyl Le Roux & Hurter Ing., Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. mnr. J. A. van Zyl/HKNOX.)

## NOTICE OF SALES IN EXECUTION

### IN THE 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, 6 July 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor.

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Supreme Courts Act, No. 59 of 1959.

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 14 (fourteen) days of the sale.

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

4. Improvements as set out hereunder are not guaranteed:

**Case 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, Mooiriver 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, Mooiriver 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, Mooiriver 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, Mooiriver 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, Mooiriver 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 24, Norkem Villas, Mooiriver 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.

## CAPE • KAAP

Case 2672/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ralph Walter Titus**, First Defendant, and **Glenda Fellshia Titus**, Second Defendant

In the above matter a sale will be held on Friday, 30 June 1995 at 12:30, at the site of 75 River Crescent, Eerste River, being Erf 2145, Eerste River, in the Local Area of Melton Rose, Stellenbosch Division, measuring 267 square metres:

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, and 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 dwelling comprising two bedrooms, kitchen, lounge, 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 552/93

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

In the matter between **East London Municipality**, Judgment Creditor, and **G. C. Cooney**, Judgment Debtor

In pursuance of a judgment granted on 17 May 1993, in East London Magistrate's Court and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 June 1995 at 12:00, to the highest bidder:

*Place of sale:* The Magistrate's Court Building, Lower Buffalo Street, East London.

*Description:* Erf 31226, East London, Municipality and Division of East London, situated at 36 Wyse Avenue, Abbotsford, East London, in extent 1 828 (one eight two eight) square metres.

*Improvements:* Vacant erf, held by Deed of Transfer T2829/1989.

*Conditions of sale:*

1. The property are sold voetstoots in terms and conditions of the Magistrates' Courts Act, and subject to the provisions of the title deeds.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current and arrear rates and taxes 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 Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 25th day of May 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z15754.)

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

In the matter between **East London Municipality**, Judgment Creditor, and **G. C. Cooney**, Judgment Debtor

In pursuance of a judgment granted on 17 May 1993, in East London Magistrate's Court and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 June 1995 at 12:00, to the highest bidder:

*Place of sale:* The Magistrate's Court Building, Lower Buffalo Street, East London.

*Description:* Erf 31225, East London, Municipality and Division of East London, situated at 42 Wyse Avenue, Abbotsford, East London, in extent 1 997 (one nine nine seven) square metres.

*Improvements:* Vacant erf, held by Deed of Transfer T2829/1989.

*Conditions of sale:*

1. The property are sold voetstoots in terms and conditions of the Magistrates' Courts Act, and subject to the provisions of the title deeds.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current and arrear rates and taxes 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 Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 25th day of May 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z15757.)

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

In the matter between **East London Municipality**, Judgment Creditor, and **G. C. Cooney**, Judgment Debtor

In pursuance of a judgment granted on 17 May 1993, in East London Magistrate's Court and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 June 1995 at 12:00, to the highest bidder:

*Place of sale:* The Magistrate's Court Building, Lower Buffalo Street, East London.

*Description:* Erf 31223, East London, Municipality and Division of East London, situated at 40 Wyse Avenue, Abbotsford, East London, in extent 3 078 (three zero seven eight) square metres.

*Improvements:* Vacant erf, held by Deed of Transfer T2829/1989.

*Conditions of sale:*

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act, and subject to the provisions of the title deeds.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current and arrear rates and taxes 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 Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 25th day of May 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z15761.)



Case 564/93

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

In the matter between **East London Municipality**, Judgment Creditor, and **G. C. Cooney**, Judgment Debtor

In pursuance of a judgment granted on 17 May 1993, in East London Magistrate's Court and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 June 1995 at 12:00, to the highest bidder:

*Place of sale:* The Magistrate's Court Building, Lower Buffalo Street, East London.

*Description:* Erf 31224, East London, Municipality and Division of East London, situated at 38 Wyse Avenue, Abbotsford, East London, in extent 2 293 (two two nine three) square metres.

*Improvements:* Vacant erf, held by Deed of Transfer T2829/1989.

*Conditions of sale:*

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act, and subject to the provisions of the title deeds.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current and arrear rates and taxes 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 Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 25th day of May 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z15759.)

Case 169/94

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Peter John West**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 9 Watson Street, Muizenberg, on Wednesday, 12 July 1995 at 09:00, namely:

Erf 87336, Cape Town, at Muizenberg, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T5532/1992, commonly known as 9 Watson Street, Muizenberg, which property is said, without warranty as to the correctness thereof, to comprise of:

Entrance hall, lounge, four bedrooms, kitchen, one and a half bathroom, laundry, garage, maids' quarters and bathroom.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, and the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds.

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, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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 18th day of May 1995.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, Shortmarket Street Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/gw 21947.)

Saak 3298/95

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

In die saak tussen **Saambou Bank Bepers**, Eksekusieskuldeiser, en **M. L. Block**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 10 Julie 1995 om 11:15, op die perseel Erf 1432, 'n gedeelte van Erf 1423, Scottsdene, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Scottsdene, afdeling Stellenbosch, provinsie Wes-Kaap, groot 442 (vierhonderd twee-en-veertig) vierkante meter, gehou kragtens Transportakte T44577/93, ook bekend as Ultrastraat 122, Bernadino Heights, Kraaifontein:

*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.

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 15,25% (vyftien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring, hoewel niks in hierdie opsig gewaarborg word nie: *Hoofgebou*: Baksteengebou, bestaande uit twee slaapkamers, badkamer, sitkamer en kombuis. *Buitegeboue*: Geen.

4. Die volledige veilingsvoorwaardes 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 26ste dag van Mei 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonniskskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Saak 3326/95

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

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **F. N. Moses**, Eerste Eksekusieskuldenaar, en **Z. S. Moses**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 4 Julie 1995 om 11:30, op die perseel:

Erf 4890, Blue Downs, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Melton Rose/Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, groot 295 (tweehonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T16134/94, ook bekend as Dodingstraat 7, Conifers, Blue Downs:

##### *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 ( $\frac{1}{10}$ ) 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 15,50% (vyftien komma vyftig 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 met teëldak, bestaande uit drie slaapkamers, badkamer, toilet, sitkamer, eetkamer en kombuis.

*Buitegebou*: Geen.

4. Die volledige veilingsvoorwaardes 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 26ste dag van Mei 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonniskskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case 3648/94

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

In the matter between **Fish Hoek Municipality**, Plaintiff, and **N. A. Gray**, Defendant

In pursuance of a judgment granted by the above Honourable Court, dated 13 December 1994, and of the writ of attachment dated 3 March 1995, the following property will be sold in execution, at the Magistrate's Court, being:

Certain Erf 140003, Sun Valley, Fish Hoek, Administrative District of Cape, measuring 213 (two hundred and thirteen) square metres, held under Deed of Transfer T61461/1991.

##### *Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property, and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported, but nothing is guaranteed: Maisonette: Two bedrooms, toilet/bathroom, kitchen, open plan lounge and dining-room.

3. *Payment*: The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale and the full balance thereof, together with interest at the rate of 18,5% (eighteen comma five per centum) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer shall be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions, to the Plaintiff's conveyancers, within 14 (fourteen) days of the date of sale and shall provide for the payment on the full balance and any such interest payable as aforesaid, provided that if the Plaintiff is the purchaser then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff of the Magistrate's Court in cash, against transfer.

4. *Conditions*: The full conditions of sale which will be read out by the Messenger of the Court immediately prior to the sale may be inspected at his office.

Dated at Fish Hoek on this the 29th day of May 1995.

D. R. English, for Guthrie & Rushton, Plaintiff's Attorneys, 102 Fish Hoek Centre, Main Road, Fish Hoek.

Case 2994/95

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Peter Graham Mavakla**, First Defendant, and **Hilda Valencia Mavalka**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 13 April 1995, the undermentioned property will be sold in execution at the premises on Friday, 7 July 1995 at 11:00:

Erf 7866, Brackenfell, in the Scottsdene Local Area, Division Stellenbosch, measuring 290 (two hundred and ninety) square metres, held by Deed of Transfer T28833/87, comprising of lounge, three bedrooms, bathroom and kitchen, and known as 2 Newlands, Northpine.

*Conditions of sale:*

1. The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale on registration of transfer.

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 on this the 29th day of May 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 799/95

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mogammed Reza Abrahams**, First Defendant, and **Falza Abrahams**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 6 March 1995, the undermentioned property will be sold in execution at the Mitchells Plain Magistrate's Court, on Monday, 10 July 1995 at 09:00:

Erf 11925, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 187 (one hundred and eighty-seven) square metres, held by Deed of Transfer T69111/94, comprising of lounge, two bedrooms, bathroom/toilet and kitchen, and known as 10 Argo Crescent, Rocklands, Mitchells Plain.

*Conditions of sale:*

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 30th day of May 1995.

Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 5170/93

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

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **John Arthur Alexander Voss**, Eerste Vonnisskuldenaar, en **Alana Virginia Voss**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 3 Julie 1995 om 10:00, te Nicholstraat 17, Paarl:

Erf 13375, Paarl, in die munisipaliteit en afdeling Paarl, groot 323 (driehonderd drie-en-twintig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T3598/88, en geleë te Nicholstraat 17, Paarl.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: 'n Woning bestaande uit twee slaapkamers, kombuis en badkamer, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

*Veilingvoorwaardes:*

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die transportakte ten opsigte van die eiendom.

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 belastinge 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.

*Datum:* 31 Mei 1995.

Gedateer te Paarl hierdie 15de dag van Junie 1995.

Gaum-Le Roux, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.



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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Nadiem Bester**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 27 September 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 6 Julie 1995 om 10:00, op die perseel te Erf 5186, Mauritiusstraat 3, Saxonsea, Atlantis, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 5186, Wesfleur, geleë in die Oorgangsubstruktuur van Atlantis, provinsie Wes-Kaap, groot 619 vierkante meter, gehou kragtens Transportakte 35951/91.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur 'n woonbuis met asbesdak, sitkamer, kombuis, drie slaapkamers, badkamer, dubbel garage en stoorkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Tel. 92-0040, en/of die Balju van die Landdroshof, Malmesbury, Tel. (0224) 2-3090.

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C. J. Veldtman, Tel. 92-0040, en/of die Balju van die Landdroshof, Malmesbury, Tel. (0224) 2-3090.

**Datum:** 29 Mei 1995.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. CJV/RB/2033.)

Case 254/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Alvin Emanuel Narrian**, First Defendant, and **Denise Narrian**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, corner of Mark and De Kock Streets, Vryburg, on Wednesday, 5 July 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Deputy Sheriff, Vryburg, prior to the sale:

Erf 3032, Vryburg, situated in the Vryburg Township Extension 14, Municipality of Vryburg, measuring 773 square metres, held under Deed of Transfer 698/1993 (also known as 131 Livingstone Street, Vryburg).

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

Residential property with outbuildings.

**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 date of sale.

Auctioneer's charges payable on the date of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Kimberley on this 29th day of May 1995.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Saak 3299/95

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

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **R. M. Maass**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 10 Julie 1995 om 12:00, op die perseel:

Erf 12764, Kraaifontein, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 252 vierkante meter, gehou kragtens Transportakte T48448/94, ook bekend as Rondebergsingel 9, Villa La Montagne, Kraaifontein.

**Verkoopvoorwaardes:**

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

*Hoofgebou:* Baksteengebou met sinkdak, bestaande uit drie slaapkamers, badkamer, sitkamer 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, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 26ste dag van Mei 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case 39910/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Standard Credit Corporation**, Plaintiff, and **Sedick Daniels**, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 1 February 1994, the property listed hereunder, and commonly known as 1 Adelaide Road, Woodstock, will be sold in execution at the premises on Thursday, 6 July 1995 at 10:30, to the highest bidder:

Erf 12923, Cape Town, at Woodstock, in the Municipality of Cape Town, Cape Division, in extent 502 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 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 18th day of May 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/vdk/ST.138.)

Case 2199/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Deon Keith Davids**, First Defendant, and **Denise Davids**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 5 April 1995, the property listed hereunder, and commonly known as 38 Kweper Close, Westridge, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Thursday, 6 July 1995 at 09:00, to the highest bidder:

Erf 851, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 120 square metres.

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

Duplex 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 be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 22nd day of May 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.1912.)

Case 1656/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Joseph Peter Arendse**, First Defendant, **Veronica Magdalene Arendse**, Second Defendant, and **William Desmond Retief**, Third Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 18 April 1995, the property listed hereunder, and commonly known as 65E Dennegeur Avenue, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Thursday, 6 July 1995 at 09:00, to the highest bidder:

Erf 43052, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 388 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 be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 23rd day of May 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.1899.)

#### Case 4700/92

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Trevor Martin Davids**, First Defendant, and **Sonia Davids**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 3 March 1992, the property listed hereunder, and commonly known as 8 Milano Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Thursday, 6 July 1995 at 09:00, to the highest bidder:

Erf 44669, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 302 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 centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 23rd day of May 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.914.)

#### Case 12562/94 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 **Yusuf Ganief**, 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 61 Devon Road, Lansdowne, on Wednesday, 19 July 1995 at 12:00, 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, Maynard House, Maynard Road, Wynberg:

Erf 102956, Cape Town, at Lansdowne, in the Municipality of Cape Town, Division Cape, in extent 644 square metres, and situated at 61 Devon Road, Lansdowne.

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

A 197 square metre main dwelling consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with shower, water closet and a 38 square metre outbuilding consisting of a garage, servants' quarters, water closet with shower and laundry.

#### Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows:

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

Dated at Montague Gardens this 26th 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/S1906/4728.)

#### Case 1915/95 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 **Thomas Lenden**, 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 14 Lorea Street, Dana Bay, Mossel Bay, at 11:00, on Friday 21 July 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, 99 Montagu Street, Mossel Bay:

Erf 7846, Mossel Bay, situated in the Municipality of Mossel Bay, Division of Mossel Bay, in extent 750 square metres, and situated at 14 Lorea Street, Dana Bay, Mossel Bay.



The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 72 square metre main dwelling consisting of lounge, dining-room, kitchen, three bedrooms, and a bathroom with water closet.

*Terms:*

(1) 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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 30th May 1995.

Williams Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.]  
(Ref. W. D. Inglis/cs/S2004/4925.)

Case 30166/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Arnold Mattheus Schoonwinkel**, Defendant

In pursuance of judgment granted on 21 October 1992, in the Cape Provincial Division of the Supreme Court of South Africa, and under a writ of execution issued thereafter by the Magistrate's Court, after the judgment was transferred to the Magistrate's Court in terms of section 65 M of Act No. 32 of 1994, the immovable property listed hereunder will be sold in execution on 4 July 1995 at 09:00, at the Magistrate's Court, Parade Street, Cape Town, to the highest bidder:

*Description:*

Section 35, as shown and more fully described on Sectional Plan SS176/1987, in the building or buildings known as Langholm, situated at Gardens, in the Municipality of Cape Town; 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 Certificate of Registered Sectional Title ST176/1987 (35) (Unit), in extent 97 (ninety-seven) square metres.

*Postal address:* 42 Langholm Flats, Kloof Street, Gardens.

*Improvements:* The following improvements are reported but not guaranteed: Flat with brick walls and with large lounge with enclosed balcony, bedroom, dining-room (or second bedroom), kitchen and bathroom.

Held by the Defendant under Certificate of Registered Sectional Title ST176/1987 (35) (Unit).

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1994, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.
2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Plaintiff's or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. The property is at present occupied by protected tenants under the Rental Control Act, Act No. 80 of 1976.
6. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff of the Court, and the offices of the undersigned.

M. Rautenbach, for L. Kadish & Company, Fifth Floor, De Waal House, 172 Victoria Road, Woodstock. (Ref. Mr/SC/F71.)

Case 28419/92  
PH 273

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

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **Colin Howard Stanton**, Defendant

In execution of a judgment of the above Court in the above matter, a sale in execution will be held on 7 July 1995 at 10:00, of the undermentioned property at 5 Fourth Avenue, Extension 1 Boesmansriviermond, to the highest bidder:

Certain Erf 557, Boesmansriviermond in the Municipality of Boesmansriviermond, Division of Alexandria, measuring 1 239 (one thousand two hundred and thirty-nine) square metres, held under Deed of Transfer T51300/87.

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

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

*Conditions:* The full conditions of sale will be read out by the Sheriff, Alexandria, immediately before the sale and lie for inspection at the said Sheriff's Offices.

Dated at Johannesburg on this 18th day of May 1995.

H. B. Salmon, for Edgar Salmon & Salmon, Plaintiff's Attorneys, 801 Kelhof, 112 Pritchard Street, Johannesburg, P.O. Box 4199. (Tel. 333-9501.) (Ref. Mr H. Salmon/MC/ES0000.)

Case 149/95  
PH 255IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Maxwell McKee**, 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 39 Echo Road, Fish Hoek, Wednesday, 19 July 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, 129/131 St George's Street, Simon's Town:

Erf 7110, Fish Hoek, in the Municipality of Fish Hoek, Cape Division, in extent 832 square metres, and situated at 39 Echo Road, Fish Hoek.

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

A 245 square metre main dwelling consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, water closet and water closet with shower, a 104 square metre outbuilding consisting of two garages, servants' quarters, water closet with shower and laundry, a 44 square metre cottage consisting of kitchen, bathroom with water closet, bedroom and lounge.

*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 14 (fourteen) days from the date of sale.

2. 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 Montague Gardens on this 26th 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/S1966/4853.)

Case 899/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)In the matter between **Fidelity Bank Limited** (incorporating Eastern Province Building Society), Plaintiff, and **Ashraf Mahmood Limbada**, Defendant

In pursuance of a judgment of the above Honourable Court dated 3 June 1994 and an attachment in execution dated 4 July 1994, the following property will be sold in foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 30 June 1995 at 15:00:

Erf 897, Malabar, in the Municipality and Administrative District of Port Elizabeth, in extent 533 square metres, situated at 30 Dahlia Street, Malabar Extension 2, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, comprising lounge, dining-room, kitchen, three bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Deputy Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 94 Main Street, Port Elizabeth, Tel. 55-1300.

*Terms:* 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within 21 (twenty-one) days from the date of sale.

Dated at Port Elizabeth on this 19th day of May 1995.

A. Beyleveld, for Loon & Connellan, Plaintiff's Attorneys, 4 Cape Road, Central, Port Elizabeth. (Ref. AB/lc/F079.)

Case 281/94

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

In the matter between **Scarborough Local Council**, Plaintiff, and **W. A. Heyns**, Defendant

In pursuance of a judgment granted by the above Honourable Court, dated 26 May 1994 and of the writ of the attachment dated 14 April 1995, the following property will be sold in execution, at the Magistrate's Court, being:

Certain Erf 708, Scarborough, Administrative District of the Cape, measuring 595 square metres, held under Deed of Transfer T66762/1990.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property, and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: None.

3. *Payment:* The purchase price shall be paid as to 10% (ten per cent) thereof at the time of the sale and the full balance thereof, together with interest at the rate of 18,5% (eighteen comma five per cent) per annum, calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer shall be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions, to the Plaintiff's conveyancers, within 14 days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid, provided that if the Plaintiff is the purchaser then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff of the Magistrate's Court in cash, against transfer.

4. *Conditions:* The full conditions of sale which will be read out by the Messenger of the Court, immediately prior to the sale may be inspected at this office.

Dated at Fish Hoek on this 26th day of May 1995.

D. R. English, for Guthrie & Rushton, Plaintiff's Attorneys, 102 Fish Hoek Centre, Main Road, Fish Hoek. (Ref. D. R. English.)

**Case 7374/94**

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

In the matter between **Investec Bank Limited**, Plaintiff, and **Paul Trevor Hilario**, First Defendant, and **Dawn Rosemary Cupido**, Second Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Wynberg, dated 19 May 1994, and writ of execution dated 14 June 1994, the following will be sold in execution on 3 July 1995 at 10:00, at the site, being:

Erf 121259, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent 221 square metres, also known as 30 Clover Street, Silvertown.

The following improvements are reported to the property but not guaranteed: A single dwelling built of brick walls under a tiled roof consisting of two bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

*Conditions of sale:*

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

2. *Payment:*

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

## 2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 15,25% (fifteen comma two five) per cent for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 24th day of May 1995.

K. Sloth-Nielsen, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

**Case 2228/95**

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 **Dalene Fourie**, Judgment Debtor

In pursuance of a judgment granted on 14 March 1995 in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 7 July 1995 at 09:00, at Kuils River Court-house:

*Description:* Erf 670, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent four hundred and ninety-six (496) square metres.

*Postal address:* 220 Steytler Street, Peerless Park.



*Improvements:* Dwelling: Lounge, dining-room, kitchen, bathroom, toilet, three bedrooms and garage (not guaranteed).

Held by Deed of Transfer 30006/87.

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 17,25% (seventeen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 29th day of May 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.] (Ref. Z62541/HVN/Mrs Wolmarans.)

**Saak 3316/95**

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

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **C. D. Davids**, Eerste Eksekusieskuldenaar, en **J. Davids**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 4 Julie 1995 om 12:15, op die perseel:

Erf 3043, Blue Downs, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Melton Rose/Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, groot 350 vierkante meter, gehou kragtens Transportakte T48371/91, ook bekend as Birminghamstraat 5, Malibu Village, Blue Downs.

#### *Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16,50% (sestien komma vyf nul 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 met teëldak, 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 26ste dag van Mei 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

**Case 4006/93**

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

#### **Nedcor Bank Limited versus Thabo Richard Mathibela**

In pursuance of a judgment dated 1 March 1993 and an attachment on 15 May 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, 30 June 1995 at 14:15:

Erf 15567, Ibhayi at McNamee Village, in the Administrative District of Port Elizabeth, in extent 202 (two hundred and two) square metres, situated at 71 Nqadini Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of bedroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

*Terms:* 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. 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 1st day of June 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 3287/94

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

In die saak tussen **Perm** (afdeling van Nedperm Bank), Eiser, en **mnr. C. J. Oelofse**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 19 Oktober 1994, sal die hiernagemelde vaste eiendom geregtelik verkoop word op Woensdag, 5 Julie 1995 om 10:00, te die Hoofingang, Landdroskantoor, St Johnstraat, Oudtshoorn, aan die hoogste bieder onderworpe aan die hiernagemelde voorwaardes en sodanige verdere voorwaardes wat deur die afslaer by die veiling afgelees sal word:

**Eiendomsbeskrywing:** Erf 287, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, Wes-Kaap, grootte 1 012 vierkante meter, gehou onder Transportakte T5087/1983.

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys en afslaersgelde in kontant op die veiling. Die balans teen oordrag wat verseker moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingdatum afgelees te word by die afslaer.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die afslaer synde F. J. Rabie, p.a. Pocock & Bailey, Kerkstraat 117, Oudtshoorn, en by die kantoor van die Balju, Hoogstraat 159, Oudtshoorn.

Gedateer te Oudtshoorn hierdie 29ste dag van Mei 1995.

Pocock & Bailey, Prokureurs vir Eiser, Kerkstraat 117; Posbus 58, Oudtshoorn, 6620.

Case 22307/91

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

**ABSA Bank Limited**, trading as United Bank, *versus* **Granville Dennis Morris**

The following property will be sold in execution at the site of the property, 1-8 Raapkraal Road, Steenberg, Western Cape, on Wednesday, 12 July 1995 at 12:00, to the highest bidder:

Erf 4732, Constantia, in extent 6 290 square metres, held by T67446/1988, situated at 1-8 Raapkraal Road, Steenberg, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, four bedrooms, bathroom/toilet, store, play room, bathroom/toilet and bathroom. Flatlet. Several store-rooms, office and commercial workshop.

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. D0U2647/104457/gl.)

Case 1238/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Funeka Cynthia Bangisa**, Defendant

In execution of a judgment granted in the above Court on 8 October 1992, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on Wednesday, 5 July 1995 at 10:00:

Erf 1063, Rini at Mekanaskop, in the Administrative District of Albany, measuring 225 square metres, held under Deed of Transfer TL458/91.

The property is situated at 98 Mekanaskop Extension 5, Grahamstown, and is a dwelling-house, brick under concrete tile, consisting of three bedrooms, lounge, kitchen, two bathrooms and car-port.

*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. (Ref. Mr Laing.)

Case 2775/94

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

In the matter between **Vincent Mark Hope**, Plaintiff, and **Reon Staterick Beukes**, Defendant

In the above matter a sale will be held on Thursday, 29 June 1995 at 10:00, at the site, being:

29 Formosa Street, Portlands, Mitchells Plain, Erf 5120, Mitchells Plain, in the Area of the Transitional Metropolitan Sub-structure of Cape Town, Cape Division in the Province of the Western Cape, measuring two hundred and twenty (220) square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Brick building under tiled roof, two bedrooms, lounge, kitchen, toilet and bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain South and at the offices of the undersigned.

Dated at Mitchells Plain this 18th day of May 1995.

E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 391-1485/3808.) (Ref. PS/mr.)

Saak 452/93

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

In die saak tussen **Allied Bouvereniging Beperk** Eiser, en **Hendrik Willem Austin**, Eerste Verweerder, en **Jennifer Ann Austin**, Tweede Verweerder

Ingevolge uitspraak van die Landdroshof van Riversdal en lasbrief vir eksekusie teen goed, sal die ondervermelde eiendom op Woensdag, 5 Julie 1995 om 11:00, te Erf 2214, Stilbaai-Wes, aan die hoogste bieder verkoop word, naamlik:

Erf 2214, Stilbaai-Wes, groot 343 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

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

3. Die volgende verbeterings beweer op die eiendom te wees: Dubbelverdieping grasdakwooneenheid (groep-behuisingskema), bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer, toilet, woonstel met een kamer, kombuis, toilet en stortgeriewe.

4. Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Riversdal, Soetmelksfontein, Riversdal en by die kantore van die Eksekusieskuldeiser se prokureurs te Kerkstraat 10, Mosselbaai, asook President C. R. Swartstraat 20, Riversdal, nagesien word.

Gedateer te Mosselbaai hierdie 17de dag van Mei 1995.

A. P. Deacon, vir Rauch-Gertenbach, Kerkstraat 10, Posbus 132, Mosselbaai.

Saak 5831/93

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

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

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 20 April 1995, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 30 Junie 1995 om 10:00, te die gegewe perseel, Biesielaan, Denne-oord, George, naamlik:

Erf 11846, George, in die munisipaliteit en afdeling George, groot 1 606 vierkante meter, gehou kragtens Transportakte T7164/93.

*Verbeterings:* Leë erf.

*Verkoopvoorwaardes:*

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.



2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 17,25% (sewentien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouvereniging-waarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnis skuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnis skuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnis skuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Cathedralstraat 60, George.

Gedateer te George hierdie 31ste dag van Mei 1995.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

#### Case 2571/93

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

In the matter between **Wesbank**, Judgment Creditor, and **Basil Pumzile Poyo**, Judgment Debtor

Pursuant to the judgment for the above Honourable Court granted on 8 February 1994, and a warrant of execution dated 23 February 1995.

The undermentioned property will be sold by public auction to the highest bidder in front of the offices of the Messenger of Court, 38 Sprigg Street, Umtata, on 21 July 1995 at 10:00.

The property known as 35 Mabandla Street, Northcrest, Umtata.

Certain piece of land being Erf 8559, Umtata, in Umtata Township, Extension 34, situated in the Municipality and District of Umtata, General Plan No. 1071, measuring 1 042 (one zero four two) square metres.

The special conditions of sale may be inspected at the office of the attorney of the Judgment Creditor or Messenger of the Court, Umtata.

Dated at Umtata this the 28th day of April 1995.

Nama Majeke & Co., Plaintiff's Attorneys, Suite 203, Second Floor, Munitata Building, Umtata. (Ref. PM/cnm/NMU 7068.)

#### Case 153/92

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

In the matter between **Bank of Transkei**, Judgment Creditor, and **L. B. Nongalo**, trading as Siphe Store, Judgment Debtor

Pursuant to the judgment of the above Honourable Court granted on 19 June 1992 and a warrant of execution dated 23 May 1994.

The undermentioned property will be sold by public auction to the highest bidder in front of the offices of the Messenger of Court, Qumbu, on 21 July 1995 at 10:00.

The property known as Quitrent land, situated in the Location No. 26, called Ngaloshe.

Certain piece of land, being Rockdale Trading Site, situated in the District of Libode, measuring 4,2827 (four comma two eight two seven) hectares.

The special conditions of sale may be inspected at the offices of the attorney of the Judgment Creditor or Messenger of the Court, Qumbu.

Dated at Umtata this the 25th day of May 1995.

Nama Majeke & Co., Plaintiff's Attorneys, Suite 203, Second Floor, Munitata Building, Umtata. (Ref. PM/cnm/NMU 3275.)

#### Case 2149/94

#### IN THE SUPREME COURT OF TRANSKEI

In the matter between **Transkei Development Corporation**, Plaintiff, and **V. R. Vika**, Defendant

In pursuance of the judgment granted on 11 August 1994, in Umtata Supreme Court and writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 5 July 1995 at 10:00, or so soon thereafter to the highest bidder:

*Place of sale:* Deputy Sheriff Offices, Engcobo.

*Description:* A quitrent land in Headman's Location 6, Qulunqu, District of Engcobo, being Ntsimba Trading Station, Lot A & B, Engcobo, in extent 4,2827 (four comma two eight two seven) hectares.

Special conditions of sale may be inspected at the office of the Deputy Sheriff at Engcobo.

Makaula Zilwa & Co., Plaintiff's Attorneys, 24 Sprigg Street, Umtata.

## IN THE SUPREME COURT OF TRANSKEI

In the matter between **Transkei Development Corporation**, Plaintiff, and **Feziwe, Lulama Kunene**, Defendant

In pursuance of the judgment granted on 26 May 1994, in Umtata Supreme Court, and writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 July 1995 at 10:00, or so soon thereafter to the highest bidder:

*Place of sale:* Deputy Sheriff, offices Queenstown.

*Property description:* House 318, Zone 2, eZibeleni, in extent 450 (four hundred and fifty) square metres.

Special conditions of sale may be inspected at the office of the Deputy Sheriff at eZibeleni.

Makaula Zilwa & Co., Plaintiff's Attorneys, 24 Sprigg Street, Umtata.

Case 1017/94

## IN THE SUPREME COURT OF TRANSKEI

(Cape of Good Hope Provincial Division)

In the matter between **African Bank Limited**, Plaintiff, and **Lumkile Hlala Ngewu**, Defendant

In pursuance of a judgment granted on 7 July 1994 in Umtata Supreme Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 14 July 1995 at 10:00, or so soon thereafter to the highest bidder:

*Place of sale:* Deputy Sheriff's Office, 39 Leeds Road, Umtata.

*Description:* Erf 8982, Umtata, Umtata Township Extension 35, General Plan 1072, in extent 23 Fourth Avenue, Lovwood, Umtata, in extent 452 (four hundred and fifty two) square metres.

Special conditions of sale may be inspected at the offices of the Deputy Sheriff at 39 Leeds Road, Umtata.

Makaula Zilwa & Co., Plaintiff's Attorneys, 24 Sprigg Street, Umtata.

Case 472/94

## IN THE SUPREME COURT OF TRANSKEI

(Cape of Good Hope Provincial Division)

In the matter between **African Bank Ltd**, Plaintiff, and **Maiden Lulama Pakati**, Defendant

In pursuance of the judgment granted on 23 June 1994, in Umtata Supreme Court under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 July 1995 at 10:00, or so soon thereafter to the highest bidder:

*Place of sale:* Deputy Sheriff's Offices, Lusikisiki.

*Description:* Erf 304, Lusikisiki, in Lusikisiki Township Extension 2, in extent one thousand one hundred and forty-eight (1 148) square metres.

Special conditions of sale may be inspected at the office of the Deputy Sheriff at Lusikisiki.

Makaula Zilwa & Co., Plaintiff's Attorneys, 24 Sprigg Street, Umtata.

Case 117/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **GBS Mutual Bank**, Plaintiff, and **Roger Hamilton Maurin**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Eastern Cape Division) granted 13 April 1995, and attachment dated 5 May 1995, the following immovable property of the Defendant will be sold at the Foyer at 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 14 July 1995 at 15:00:

Remainder of Erf 773, Port Elizabeth Central, in the Municipality of Port Elizabeth, in extent 125 (one hundred and twenty-five) square metres, held by the Defendant by Deeds of Transfer T1439/91 and T6060/86, 4 Suffolk Street, Central, Port Elizabeth.

Whilst nothing is guaranteed it is understood that the improvements on the property consist of a brick under iron dwelling house containing four rooms plus kitchen and bathroom and usual outbuildings surrounded by plastered brick walls.

The purchaser must make a deposit of ten per centum (10%) of the purchase price, pay the fees of the Sheriff of the Supreme Court and arrear rates on the day of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a bank or building society in favour of the Sheriff of the Supreme Court to be approved by the Plaintiff's attorney, within fourteen (fourteen) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Supreme Court which conditions may be inspected at the offices of the Sheriff of the Supreme Court, S. P. Spilkin, Fifth Floor, 15 Rink Street, Central, Port Elizabeth.

Dated at Grahamstown this 5th day of June 1995.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. C. K. M. Stone.)

Case 3315/95

## 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 **Gordon Rubin Waterboer**, First Execution Debtor and **Josephine Jacqueline Waterboer**, Second Execution Debtor

In execution of the judgment of the Magistrate's Court, Kuils River, in the above matter, a sale will be held on Wednesday, 5 July 1995 at 09:00, in front of the Kuils River Magistrates Court-house:

Erf 6201, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, situated at 6 Weaver Way, Electric City Blue Downs, measuring three hundred and sixty eight square metres, held by Title Deed T63271/94.

*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 ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after 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, telephone 948-8326.

Dated at Cape Town on this the 30th day of May 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z00037.)

Case 21598/94

## 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 **Christopher Roland Arendse**, First Execution Debtor, and **Valerie Arendse**, 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, 10 July 1995 at 09:00, in front of the Mitchells Plain Magistrate's Court House:

Erf 46013, Mitchells Plain, in the Municipality of Cape Town, Cape Division, situated at 7 recife Crescent, Wavecrest, Strandfontein, measuring four hundred and sixty-four square metres (464), held by Title Deed T72155/89.

*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 ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Mitchells Plain, Telephone 33-3171.

Dated at Cape Town on this the 30th day of May 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z32098.)

Case 802/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Fidelity Bank Limited**, Plaintiff, and **Adam Jorstin van Sensie**, First Defendant, and **Felicity Charlene van Sensie**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 11 May 1995, and an attachment in execution dated 15 May 1995, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 30 June 1995 at 15:00:

Erf 9242, Bethelsdorp, Municipality and Administrative District of Port Elizabeth, in extent 390 square metres, situated at 32 Lovegrass Street, Bethelsdorp Extension 34, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, comprising lounge, kitchen, two bedrooms and bathroom.



A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff and 94 Main Street, Port Elizabeth, telephone 55-1300.

**Terms:** 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000 subject to a minimum of R200, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 15th day of May 1995.

A. Beyleveld, for Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/lc/088.)

**Case 1048/94**

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

**ABSA Bank Limited**, trading as United Bank, *versus* **Derek Eskelsen** and **Lee-Ann Eskelsen**

The following property will be sold in execution by public auction held at 131 Duncan Street, Parow Valley, Bellville, to the highest bidder on 6 July 1995 at 10:30:

Erf 14135, Parow, in the Municipality of Parow, Division of Cape, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T54058/92, situated at 131 Duncan Street, Parow Valley, Bellville.

**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 hall, lounge, study, kitchen, scullery, laundry, three bedrooms, bathroom/toilet/shower, attached garage and carport.

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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 23rd day of May 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

**Case 5201/94**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as United Bank, *versus* **Christiaan Jack Philip de Villiers** and **Oynking Norma de Villiers**

The following property will be sold in execution by public auction held at 2 Alexis Crescent, Kuils River, to the highest bidder on 5 July 1995 at 10:45:

Erf 6345, Kuils River, in the Municipality of Kuils River, Division of the Cape, in extent six hundred and forty-two (642) square metres, held by Deed of Transfer T48181/87, situated at 2 Alexis Crescent, Kuils 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 kitchen, lounge, two bedrooms and bathroom.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 29th day of May 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

## NATAL

**Case 70444/94**

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 **Vuyani Mthetheli Songo**, First Defendant, and **Tholakele Thamo Syveria Songo**, Second Defendant

The property which will be put up to auction on 5 July 1995, consists of:

**Property description:** Site W404, situated in the Township of Umlazi, District of Umlazi, in extent 429 (four hundred and twenty-nine) square metres, held under Certificate of Right of Leasehold 6394/87, subject to the conditions therein contained.

**Physical address of property:** Site W404, Umlazi, Natal.

**Zoning of property:** Special Residential.

*The sale shall be subject to the following conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The property shall be sold by the Sheriff of the Magistrate's Court, Umlazi, on 5 July 1995 at 10:00, at the south entrance of the Umlazi Magistrate's Court under the national flag pole, to the highest bidder without reserve.
3. The purchaser shall pay a deposit of 10% (ten per cent) 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, Umbumbulu/ Umlazi, within fourteen (14) days after the date of the sale.
4. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
5. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from the date of sale to date of registration of transfer, as set out in the conditions of sale.
6. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
7. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi.

Dated at Durban this 16th day of May 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/jb/09T3800/a4.)

**Case 730/95**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Tika Ramesh Singh**, First Defendant, and **Shanthi Singh**,  
Second Defendant

1. In pursuance of judgment obtained in the above Court on 24 February 1995 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 June 1995 at 10:00, on the steps of the Magistrate's Court, Moss Street, Verulam:

2. The title deed description is Lot 1718, Caneside, situated in the City of Durban, Administrative District of Natal, in extent four hundred and eighteen (418) square metres.

*Improvements:* Semi-detached block under asbestos building with water and lights, consisting of three bedrooms, lounge, kitchen, toilet, bathroom and precast fence.

*Postal address:* 13 Caneside Drive, Caneside, Phoenix.

Nothing is guaranteed in the above respects.

3.1. The above sale shall be subject to the terms and conditions of the rules of the above Honourable Court.

3.2 The area in which the property is situated is zoned Residential.

4. *Terms:*

4.1 10% (ten per cent) of purchase price to be paid in cash immediately after the sale.

4.2 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 21 (twenty-one) days after the date of sale.

4.3 The purchaser shall be liable for the payment of interest to the Execution Creditor at the rate of 18,25% (eighteen comma two five per cent) per annum, from the date of sale to date of registration of transfer, and to the bondholder at the prescribed rate of interest as set out in the conditions of sale.

4.4 Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

4.5 The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Shop 2, Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Verulam.

Dated at Durban this 12th day of May 1995.

Jackson & Ameen, Attorney for Execution Creditor, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Collections/01N225036.)

**Case 9673/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Roy Singh**, Defendant

1. In pursuance of judgment obtained in the above Court on 30 January 1995 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 June 1995 at 10:00, on the steps of the Magistrate's Court, Moss Street, Verulam:

2. The title deed description is Lot 882, Caneside, situated in the City of Durban, Administrative District of Natal, in extent three hundred and nineteen (319) square metres.

*Improvements:* Block under asbestos semi-detached building with water and lights, consisting of three bedrooms, lounge, kitchen, toilet, bathroom and precast fence.

*Postal address:* 36 Clubside Close, Phoenix.

Nothing is guaranteed in the above respects.

3.1. The above sale shall be subject to the terms and conditions of the rules of the above Honourable Court.

3.2 The area in which the property is situated is zoned Residential.

**4. Terms:**

4.1 10% (ten per cent) of purchase price to be paid in cash immediately after the sale.

4.2 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 21 (twenty-one) days after the date of sale.

4.3 The purchaser shall be liable for the payment of interest to the Execution Creditor at the rate of 16% (sixteen per cent) per annum, from the date of sale to date of registration of transfer, and to the bondholder at the prescribed rate of interest as set out in the conditions of sale.

4.4 Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

4.5 The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Shop 2, Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Verulam.

Dated at Durban this 12th day of May 1995.

Jackson & Ameen, Attorney for Execution Creditor, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Collections/01N011536.)

**Case 74727/94**

**IN THE MAGISTRATE'S COURT OF DURBAN HELD AT DURBAN**

In the matter between **Transnet Ltd**, trading as **Transnet Housing**, Plaintiff, and **Mthipho Elias Ngwabe**, Defendant

In pursuance of a judgment of the Magistrate's Court of Durban, dated 10 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, Umbumbulu, on the steps of the entrance to the Umbumbulu Magistrate's Court (east end), on 30 June 1995 at 10:00, without reserve:

*Property description:* Site A2759, situated in the Township of kwaMakhutha, District of Umbumbulu, in extent 325 (three hundred and twenty-five) square metres, held under Deed of Grant G004679/89 subject to the conditions therein contain.

*Physical address of property:* A2759 Toti Heights, kwaMakutha.

*Zoning of property:* Special residential.

*Improvements of property:* Two bedrooms, bathroom, kitchen, dining-room and tiled roof (but nothing is guaranteed), with improvements.

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% 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, Umbumbulu, 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, Lot 7, Umbumbulu.

Dated at Durban this 16th day of May 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/jb:09T3831.A4.)

**Case 72200/94**

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Plaintiff, and **Vinond Ramphal**, First Defendant, and **Jasmin Ramphal**, Second Defendant

In pursuance of a judgment granted on 18 November 1994, in the above action and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 7 July 1995 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 1128, Tongaat Extension 6, situated in the Township of Tongaat, Administrative District of Natal, in extent 513 square metres.

*Address:* 39 Belvedere Drive, Buffelsdale, Tongaat.



*Improvements:* Brick under tile dwelling with water and lights consisting of three bedrooms, fully carpeted, kitchen, lounge, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's court, Inanda (2).

Jackson and Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011616.)

**Case 51298/90**

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Charles Dennis Thurley**, First Defendant and **Dorren Diana Thurley**, Second Defendant

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Thursday, 6 July 1995 at 10:00, in front of the Magistrate's Court, Sontseu Road, Durban, to the highest bidder:

Section 18, as shown and more fully described on Sectional Plan SS61/1977, in the building or buildings known as High Tide of which the floor area, according to the said sectional plan is seventy-four (74) square metres, 502 High Tide, 424 Kingsway, Amanzimtoti.

*Improvements:* Main en-suite, bedroom, lounge and dining-room combined, bathroom and toilet combined, open plan kitchen and under cover parking.

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 (fourteen) 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 conditions may be inspected at the offices of the Sheriff of the Court, Durban South, or at our offices.

Dated at Durban this 29th day of May 1995.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/008329.)

**Case 34247/94**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Robin Stanley Joseph West**, First Defendant and **Christina West**, Second Defendant

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Thursday, 6 July 1995 at 10:00, in front of the Magistrate's Court, Sontseu Road, Durban, to the highest bidder:

(a) Section 14, as shown and more fully described on Sectional Plan SS114/1983, in the scheme known as Protea Flats in respect of the land and building or buildings situated at Amanzimtoti of which the floor area, according to the said sectional plan is 80 (eighty) 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.

14 Protea Flats, 396 Kingsway, Amanzimtoti.

*Improvements:* Two bedrooms, lounge and dining-room combined, open plan kitchen, balcony, toilet, bathroom and under cover parking.

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 (fourteen) days after the date of sale.

2. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer, upon request by the said attorneys.

3. The conditions may be inspected at the offices of the Sheriff of the Court, Durban South or at our offices.

Dated at Durban this 29th day of May 1995.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/024096.)

## 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 **Gregory Michael Isaac**, Defendant

In pursuance of a judgment granted on 7 September 1992, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Tuesday, 4 July 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

*Description:* Lot 229, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 4 455 square metres.

*Postal address:* 68 Workington Road, Greenwood Park, Durban.

*Improvements:* Dwelling consisting of brick and cement roof, double lock up garage, three bedrooms, main en-suite, bath, toilet, shower and wash basin, TV room, dining-room, lounge, kitchen, bathroom, toilet and washbasin.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

*The conditions of sale:*

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff's Office, 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 24th day of May 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban.

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Afzool Enus Kalil Kalil**, First Execution Debtor and **Sugara Banu Kalil**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Umzinto held at Scottburgh dated 20 October 1993, on a warrant of execution dated 28 March 1995, the following immovable property will be sold in execution on 7 July 1995 at 10:00, at the Sheriff's Office, 1 Savell Place, Scottburgh South, to the highest bidder:

Subdivision 15 (of 1) of Lot 377, Umzinto, situated in the Township of Umzinto North and in the Southern Natal Joint Services Board Area, Administrative District of Natal in extent one thousand and four (1 004) square metres.

The following information is furnished regarding the property but is not guaranteed: The property which is a one face brick and plaster under tile split level dwelling consisting of: (a) *Upper level:* Front verandah, lounge, prayer room, dining-room, kitchen with side entrance, four bedrooms, one has main en-suite all have built-in cupboards, full bathroom, separate toilet and garage. N.B. Glazed tiled floors throughout, scullery, main bedroom has door leading to balcony. Upper level completely burglar guarded. *Lower level:* Lounge, bathroom, small store-room and two bedrooms.

The property is zoned Residential and there is no special privilege attached to the property.

*Material conditions of sale:*

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out above/below is guaranteed.

1.2 The purchaser shall pay 10% (ten per cent) of the purchase price and the auctioneer's commission 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 Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Scottburgh, within fourteen (14) days of the date of sale.

1.3 The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum to the Plaintiff, and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Plaintiff and to the bondholder/s in the plan of distribution from date of sale to date of transfer, both days inclusive.

1.4 Transfer shall be effected by the attorneys for 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 can be inspected at the offices of the Sheriff of Scottburgh at 1 Savell Place, Scottburgh South, Scottburgh.

Dated at Scottburgh on this the 2nd day of June 1995.

John Louw, McGarr & Associates, c/o Havemann-Ferguson, Execution Creditor's attorneys, First Floor, 130 Scott Street, Scottburgh. (Ref. APG/ss.)

Case 8124/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Magalingam Nalcker**, First Defendant and **Devagie Nalcker**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 15 December 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, Area 1, at the front of the Magistrate's Court, Moss Street, Verulam, on Friday, 30 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 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, namely:

Lot 1443, Forest Haven, situated in the City of Durban, Administrative District of Natal, measuring 265 (two hundred and sixty-five) square metres, which property is physically situated at 179 Caneside Drive, Forest Haven, Phoenix, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T6336/94.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under asbestos dwelling consisting of lounge/dining-room, kitchen, bathroom/toilet, three bedrooms and verandah. **Out-buildings:** Double garage and granny flat consisting of bedroom, lounge, kitchen 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 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 22nd day of May 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/A332/040543/Mrs Chelin.)

Case 3311/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **United Building Society Ltd** (Reg. No. 86/04794/06), Execution Creditor, and **Mohanlal Prithirai**, First Execution Debtor and **Mayadevi Prithirai**, Second Execution Debtor

In pursuance of judgment granted on 8 August 1990, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 7 July 1995 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

**Description:** A certain piece of immovable land being Lot 368, Earlsfield, situated in the City of Durban, Administrative District of Natal, measuring three hundred and ninety-two (392) square metres.

**Postal address:** 134 Sparfield Avenue, Earlsfield.

**Improvements:** Block under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

**Town-planning zoning:** Special Residential.

**Special privileges:** Nil.

Nothing is guaranteed in these respects.

**Material conditions:**

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrate's Court, Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, or at our offices.

Dated at Durban this 18th day of May 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/097/001417/Mrs Chelin.)



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

In the matter between **United Building Society Limited** (Reg. No. 86/04794/06), Execution Creditor and  
**Nzovele Lawrence Nxumalo**, Execution Debtor

In pursuance of a judgment granted on 9 May 1989, 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 Wednesday, 12 July 1995 at 10:00, in front of the Magistrate's Court, South End of the Umlazi Court, to the highest bidder:

*Description:* A certain piece of land being Ownership Unit No. Site No. BB291, Umlazi, in extent five hundred and sixty-eight (568) square metres, situated in the Township of Umlazi, now known as Ownership Unit No. BB291, in the Township of Umlazi, District of Umlazi, measuring 568 (five hundred and sixty-eight) square metres.

*Postal address:* BB291, Umlazi Township, Umlazi, 4066.

*Improvements:* Block under tile dwelling consisting of lounge, three bedrooms, kitchen, bathroom/toilet and car port.

*Town-planning zoning:* Residential site.

*Special privileges:* Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, or at our offices.

Dated at Durban this 25th day of May 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/U016/001259/Mrs Chelin.)

Case 4654/92

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

In the matter between **United Bank Limited**, Execution Creditor, and **Nicolaas Jacobus Swart**, Execution Debtor

In pursuance of judgment granted on 28 July 1992, in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 7 July 1995 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description:* A certain immovable property being: Subdivision 2 of Lot 681, Pinetown Extension 13, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand three hundred and forty-four (1 344) square metres.

*Postal address:* 35 Victory Drive, Pinetown, 3610.

*Improvements:* Brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, office, three bedrooms, bathroom/toilet, bathroom/shower/toilet and basement. *Outbuildings:* Store-room, staff-room, shower/toilet, garage and carport.

*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 centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Courts Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 62 Caversham Road, Pinetown, or at our offices.

Dated at Durban this 24th day of May 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/U045/001350/Mrs Chelin.)

Case 2533/94

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 **Thandekile Prudence Mqadi**, 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, 30 June 1995 at 11:00:

*Description:* Ownership Unit A863, Gamalakhe Township, District of Izingolweni, in extent 372 (three hundred and seventy-two) square metres.

*Physical address:* A863 Gamalakhe Township, Port Shepstone, Natal.

*Zoning:* Special Residential.

*The property consists of the following:* Single storey brick under tiled roof dwelling comprising lounge, kitchen, three bedrooms, bathroom/toilet and verandah.

There are no outbuildings.

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, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 25th day of May 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6694/mvr.)

Case 4610/94

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 **Michael Henry Bothma**, 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, 30 June 1995 at 11:00:

*Description:* Lot 127, Margate, situated in the Borough of Margate and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent four hundred and ninety (490) square metres, held under Deed of Transfer T30727/93.

*Physical address:* Lot 127, corner of Jellicoe and Raleigh Roads, Margate, Natal.

*Zoning:* Special Residential.

*The property consists of the following:* Double storey brick under tiled roof dwelling comprising: *Upstairs:* Main en suite, two bedrooms, bathroom, open-plan dining-room, lounge, kitchen and balcony. *Downstairs:* Two-roomed workshop each room with toilet, shower and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per 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, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 25th day of May 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7611/mvr.)

## 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 Smith N.O.**, First Defendant, **Margaret Smith N.O.**, Second Defendant, **Trevor Smith**, Third Defendant, and **Margaret Smith**, Fourth 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, 30 June 1995 at 11:00:

*Description:* Lot 949, Port Edward, situated in the Port Edward Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one comma one nought seven seven (1,1077) hectares, held under Deed of Transfer T17039/91.

*Physical address:* 11 Valley Road, Port Edward, Natal.

*Zoning:* Special Residential.

*The property consists of the following:* Dwelling under brick and tile consisting of double garage, store-room, laundry, kitchen, main en suite with dressing-room, study, dining-room, lounge, TV-room, two bedrooms, bathroom, enclosed verandah and passage. *Outbuildings:* Small flat under brick and asbestos with verandah and undercover car-port, lounge, kitchen, bedroom, bathroom, servant's room with bathroom and kitchen.

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, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 25th day of April 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6980/mvr.)

## Case 763/94

## IN THE MAGISTRATE' COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06), formerly South African Permanent Building Society, Execution Creditor, and **Abdool Rashid Ismail**, 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 13 January 1995, the immovable property described as:

Subdivision 2 of Lot 922, Port Shepstone, situated in the Marburg Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 713 square metres, held under Deed of Transfer T13574/1986, and situated in 22 Seagull Road, Albersville, Port Shepstone, will be sold in execution on Friday, 30 June 1995 at 11:00, on the Courthouse 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 the 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 the 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 double-storey dwelling under brick and tile, consisting of single garage, kitchen, dining-room, two lounges with verandahs; toilet, full bathroom, two bedrooms, main-en-suite with verandah. *Basement:* Bedroom, full bathroom, toilet, gym with steambath and verandah.

Dated at Port Shepstone on this the 25th day of May 1995.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/ NP062/01NP01562.)

Case 4861/94

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

In the matter between ABSA Bank Ltd, Execution Creditor, and **Jack Ernest Arthur Mussett N.O.**, First Execution Debtor, and **Jack Ernest Arthur Mussett**, Second Execution Debtor

In pursuance of judgment granted on 14 September 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 4 July 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

*Description:* A certain piece of land being the Remainder of Lot 350, Block AL, of the Townlands of Durban No. 1737, situated in the City of Durban, Administrative District of Natal, in extent one thousand four hundred and thirty-five (1 435) square metres, now known as Lot 1184, Durban, situated in the City of Durban, Administrative District of Natal, in extent one thousand four hundred and thirty-five (1 435) square metres.

*Postal address:* 712 Currie Road, Berea, Durban, 4001.

*Improvements:* Brick under tile dwelling consisting of: *Ground floor:* Entrance hall, lounge, dining-room, study, three bedrooms, kitchen and bathroom/toilet; *First floor:* Entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms/toilet and enclosed verandah; *Outbuilding:* Three garages, detached two rooms, detached two rooms, bathroom and toilet.

*Town-planning:*

*Zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, or at our offices.

Dated at Durban this 18th day of May 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/029130/016/Mrs Chetty.)

Case 5242/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Rasigen Naidoo**, First Defendant, and **Mrs Vanitha Naidoo**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 12 August 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban North, on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 30 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 15 Milne Street, Durban, 4001, namely:

Remainder of Lot 4532, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, measuring two thousand and forty-three (2 043) square metres, which property is physically situated at 6 Varsity Road, Reservoir Hills, 4091, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T5717/90.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet/basin and garage.

**Zoning:** The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

**Terms:**

The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 15,25 % (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 16th day of May 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/U016/036688/Mrs Chelin.)

**Case 7090/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT ON INANDA HELD AT VERULAM**

In the matter between **ABSA Bank Ltd**, Execution Creditor, and **Shabeer Lattif**, First Execution Debtor, and **Mrs Ameena Bibi Lattif**, Second Execution Debtor

In pursuance of judgment granted on 23 November 1994, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 7 July 1995 at 10:00, in front of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

**Description:** A certain piece of land being Lot 614, Caneside, situated in the City of Durban, Administrative District of Natal, in extent 449 (four hundred and forty-nine) square metres.

**Postal address:** 6 Winside Place, Caneside, Phoenix, 4068.

**Improvements:** Block under asbestos dwelling consisting of lounge, kitchen, three bedrooms, bathroom/toilet and verandah.

**Town-planning:**

**Zoning:** Special Residential.

**Special privileges:** Nil.

Nothing is guaranteed in these respects.

**Material conditions:**

1. The sale shall be subject to the terms and conditions of the Magistrates Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, or at our offices.

Dated at Durban this 18th day of May 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/036305/U072/Mrs Chetty.)

**Case 2367/92**

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Qalokunye Roman Ndlovu**, First Defendant, and **Kwenzakwakhe Thulani Khanyile**, Second Defendant

In pursuance of judgment granted on 11 January 1993 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 5 July 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 P719, in extent 383,2 square metres, situated in the Township of Umlazi, represented and described on General Plan BA10/1967, held by virtue of Deed of Grant 2769/65.

**Physical address:** P719 Umlazi.

**Improvements:** A single storey maxi brick/plaster and asbestos dwelling (54 m<sup>2</sup>), comprising kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

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 16th day of May 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z10032/26.)

**Case 6026/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Donald McLean**, Plaintiff, and **Zamabhele Grace Mbhele**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) and the warrant of execution issued pursuant thereto on 23 March 1995, the immovable property described as:

Site A1036, in extent 446 square metres, as shown on General Plan BA15/1970, situated in the Township of Gamalakhe, District of Izingolweni, in the Port Shepstone Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, held under Deed of Grant G00298/89;

will be sold in execution on Friday, 30 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 the Sheriff for the Magistrate's Court, 20 Riverview Road, Sunwich Port, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per cent) thereof 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.

(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 tile, consisting of open plan lounge and kitchen, two bedrooms, main en suite, toilet, bathroom and single garage.

Dated at Port Shepstone on this the 22nd day of May 1995.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/ Mc78/ 01Mc18500.)

**Case 827/92**

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Nokwenzani Roseline Myende**, Defendant

In pursuance of a judgment granted on 6 October 1992 in the Magistrate's Court for the District of Umlazi held at Umlazi and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 7 July 1995 at 12:00, in front of the main south entrance of the Umlazi Magistrate's Court under the National and KwaZulu flag, to the highest bidder:

**Description:** Ownership Unit N513, in the Township of Umlazi, District of Umlazi, measuring 931,4 (nine hundred and thirty-one comma four) square metres.

**Postal address:** Being Unit N513 Umlazi Township, Natal.

**Improvements:** Double storey brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, kitchen, five bedrooms and two bathrooms with toilets and showers. The outbuildings comprise double garage, two servants' rooms and two toilets.



*Zoning:* Special Residential.

Nothing in this regard is guaranteed.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash or by a bank-guaranteed cheque at the time of the sale and the balance, against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Court Messengers within 14 (fourteen) days after the date of sale.

(b) The purchaser shall be liable for payment of interest to the Plaintiff at the rate of 20% (twenty per cent) per annum, on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholders interest at the rates stipulated in such bonds.

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 Magistrate's Court, Umlazi.

Dated at Durban this 26th day of May 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5456/mvr.)

**Case 4177/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Benny Baldeo**, First Defendant, and  
**Mrs Dolly Baldeo**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 18 November 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 30 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 2 Samkit Centre, 62 Caversham Road, Pinetown, 3620, namely:

Lot 1240, Reservoir Hills Extension 5, situated in the City of Durban, Administrative District of Natal, in extent 687 (six hundred and eighty-seven) square metres, which property is physically situated at 23 Holmleigh Road, Reservoir Hills, 4091, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T14747/92.

*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, bathroom/toilet, three bedrooms and entrance hall. Outbuilding consisting of staff quarters and toilet/shower.

*Zoning:* the property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per 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 18th day of May 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000 (Docex 71). [Tel. (031) 304-7614/5.] (Ref. CMK/U178/035179/Mrs Chetty.)

**Case 7890/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mpe Piccanin Moloi**, First Defendant and  
**Deborah Priscilla Moloi**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post), on Friday, 30 June 1995 at 12:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

*The property is described as:* Site Z1663, as shown on General Plan P.B.150/1987, situated in the Township of Umlazi, District of Umlazi, in extent three hundred and eighty (380) square metres, held under Deed of Grant No. G02016/88.

*Street address:* Unit Z1663, Umlazi Township, Umlazi.

*Improvements:* A plastered brick under tile roof dwelling with fence comprising three bedrooms, bathroom, kitchen and dining-room/lounge.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi at the old Magistrates' Courts Building, Room 101, Section V 1030, Umlazi (Tel. 906-1713).

Dated at Durban this 22nd day of May 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

**Case 9799/93**

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 **Pende Reuben Dlamini**, First Defendant and **Lyneth Dlamini**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post), on Friday, 30 June 1995 at 12:00, of the undermentioned properties to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

*The property is described as:* Ownership Unit 735, Umlazi, Unit 8, situated in the Township of Umlazi, District of Umlazi, measuring three hundred and seventy-seven (377) square metres and held under Deed of Grant G4618/265.

*Street address:* H735, Umlazi Township, Umlazi.

*Improvements:* A brick plastered dwelling house with asbestos roof comprising two bedrooms, bathroom, kitchen and dining-room/lounge. An informal outbuilding two and fence.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi, at the old Magistrates' Courts Building, Room 101, Section V 1030, Umlazi (Tel. 906-1713 Mr Parker).

Dated at Durban this 22nd day of May 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

**Case 91/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Beatrice Busiswa Bekiswa**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 9 February 1995, the following immovable property will be sold in execution on 7 July 1995 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 857, Margate Extension 3, situated in the Margate Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 037 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at George Millar Road, Margate.

Upon the property is a dwelling under brick and tile consisting of double garage, open plan lounge, kitchen and dining-room, two bathrooms, three bedrooms, verandah, servant's toilet with shower and small courtyard with wash trough.

*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 1st day of June 1995.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, 50 Bisset Street, Port Shepstone; P.O. Box 156, Margate.

**Case 14248/95**

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Preneela Govender**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 28 March 1995, the immovable property listed hereunder will be sold in execution on 7 July 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Description:* Lot 143, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent 420 (four hundred and twenty) square metres, held under Deed of Transfer T33735/88.

The immovable property is situated at 110 Birchfield Road, Earlsfield, Newlands West.

*Zoning:* Special Residential.

*Improvements:* Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bath. House fully carpeted.

*NB:* Nothing is guaranteed.

*Municipal electricity and water supply:* Local Authority.

*Possession:* Vacant possession is not guaranteed, premises are occupied at present.

*Material conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Inanda, Area 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, telephone (03322) 92-1000 (Ref. RRS/as).

Dated at Durban this 24th day of May 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N6637/95.)

**Case 83355/93**

#### 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 **Herman Chellan**, Defendant

In pursuance of a judgment granted on 27 January 1994, 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 7 July 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 413, Longcroft, situated in the City of Durban, Administrative District of Natal, in extent 233 square metres.

*Address:* 23 Bradcroft Place, Longcroft, Phoenix.

*Improvements:* Block under asbestos semi-detached flats consisting of: *Downstairs:* Lounge and kitchen. *Upstairs:* Three bedrooms, toilet, bathroom, water and light facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per 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.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N225043.)

**Case 663/92**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Bankorp Limited**, Plaintiff, and **A S B Textiles (Proprietary)**, First Defendant, **Bux's Farm (Proprietary) Limited**, Second Defendant, and **Abdul Samad Bux**, Third Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 3 April 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the Supreme Court, Scottburgh South, on Friday, 7 July 1995 at 10:00, at 1 Savell Place, Scottburgh South, being the Sheriff's offices, to the highest bidder without reserve:

*Property description:*

(a) Subdivision 116 (of 102) of the farm Southern Home 2052, Administrative District of Natal, in extent 1,011 hectares.

*Main house:* Lounge, dining-room, kitchen, bathroom and three bedrooms.

*Flatlet:* Bedroom, bathroom and kitchen.

*Cottage:* Two bedrooms (no built-in cupboards), two bathrooms (on suite), lounge, dining-room, kitchen (no built-in cupboards).

Nothing in this regard is guaranteed.



*Physical address:* Southern Home, Old Main Road, Mtwalume.

*Town-planning Zoning:* Residential.

*Material conditions and terms:*

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 Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditors' attorneys.
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 of the Supreme Court at 1 Savell Place, Scottburgh South.

Dated at Durban on this the 31st day of May 1995.

Jacobs & Partners, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/BS/B91/140.)

**Case 24088/94**

**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 **Thoko Eunice Cele**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 9 December 1994, the writ of execution dated 9 December 1994, the immovable property listed hereunder will be sold in execution on 30 June 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg to the highest bidder:

Ownership Unit 729, situated at Unit T, in Edendale Township in the District of Pietermaritzburg, KwaZulu/Natal.

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 there 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 centum) 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. AL/kdb/K1L/643.)

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT COLENZO AND ESTCOURT**

In the matters between: **Lilev Pty Ltd, Estcourt, Case 747/94, Market Produce Supply, Colenso, Case 71/94, Asif Essa & Company, Estcourt, Case 390/94, and Asif Essa & Company, Estcourt, Case 389/94**, Execution Creditors, and **M. B. Naidoo**, First Execution Debtor, and **M. Naidoo**, Second Execution Debtor

Pursuant to a warrant of execution dated 22 February 1995, and re-issued on 24 February 1995, a warrant of execution issued on 30 March 1994, and re-issued on 15 February 1995, a warrant issued on 18 August 1994, and re-issued on 15 February 1995, a warrant, issued on 30 March 1994, and re-issued on 15 February 1995, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Wednesday, 12 July 1995 at 10:00, at the Magistrate's Court, Sir George Street, Colenso:

Lot 36, Colenso, situated in the Borough of Colenso, Administrative District of Natal, in extent four thousand and forty-seven (4 047) square metres and situated at 5 Sutherland Street, Colenso, and held by Deed of Transfer T13247/92.

The following further details of the property and the improvements thereon are given although in this respect nothing is guaranteed: A dwelling-house comprising five bedrooms, lounge, dining-room, kitchen, pantry, two bathrooms and three toilets.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale and the balance to be secured within fourteen (14) days thereafter by a bank or building society guarantee.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated at Estcourt on this 18th day of May 1995.

Attorneys for Execution Creditors, P.O. Box 1084, Estcourt, 3310. (Ref. X9102/A/pm; C12537/A/pm; X6412/A/hh ad X6423/A/pm.)

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**ORANGE FREE STATE  
ORANJE-VRYSTAAT**

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Saak 4899/95

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN****In die saak tussen NBS Bank Beperk, Eiser, en Ada Stoffeline van den Berg, Verweerder**

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 5 April 1995, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op Vrydag, 7 Julie 1995, om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 1720, geleë in die stad en distrik Bloemfontein, groot 766 vierkante meter, gehou kragtens Akte van Transport T8777/93.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamers, badkamer, toilet, sit-/eetkamer, kombuis, bediende-kamer en toilet.

*Die belangrikste voorwaardes van verkoping:*

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal en die balans teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 30ste dag van Mei 1995.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 9981/95

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN****In die saak tussen NBS Bank Beperk, Eiser, en Henning Jeremia Lubbe van Tonder, Eerste Verweerder en Catharina Cornelia Magdalena van Tonder, Tweede Verweerder**

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 12 Mei 1995, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op Vrydag, 7 Julie 1995 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 7648, geleë in die stad en distrik Bloemfontein, groot 833 vierkante meter, gehou kragtens Akte van Transport T2005/1993.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamers, badkamer, toilet, sit-/eetkamer, kombuis, motorhuis, bediende-kamer en toilet.

*Die belangrikste voorwaardes van verkoping:*

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal en die balans teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 30ste dag van Mei 1995.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Case 4594/91

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 **Mamusetsi Jemina Leteane** (I.D. No. 5607190336088), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Magistrate's Court, Weber Street, Odendaalsrus on Friday, 30 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff, 100 Kerk Street, Odendaalsrus, prior to the sale:

Site 1735, situated in the Township Kutlwanong, District of Odendaalsrus, measuring 449 (four hundred and forty-nine) square metres, as indicated on General Plan L18/1989, held by Certificate of Registered Right of Grant of Leasehold TL37/90, subject to certain conditions as are more fully set out in the above-mentioned certificate of registered right of grant of leasehold.

Consisting of lounge, three bedrooms with built-in cupboards, bathroom with toilet, dining-room/bar, kitchen with built-in cupboards and single garage.

**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, building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak 6360/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **M. D. Nyamane**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 4 Mei 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 7 Julie 1995 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 13793, geleë te en bekend as Matimaweg 13793, Thabong, Welkom, gesoneer vir woondoeleindes, groot 350 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL733/90.

**Verbeterings:** 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 17,25% (sewentien 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 26ste dag van Mei 1995.

J. M. Pretorius, vir Wessels & Smith, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smith-gebou, Heerenstraat 26-28, Welkom.

Saak 298/92

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

In die saak tussen **United Bank**, Eiser, en **T. J. Lisanyane**, Eerste Verweerder, en **D. R. Lisanyane**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogenelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe prys, gehou word voor die Landdroshof, Odendaalsrus, om 10:00, op Vrydag, 30 Junie 1995, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die Verweerders se reg, titel en belang ten opsigte van Perseel 1731, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 427 (vierhonderd sewe-en-twintig) vierkante meter, soos aangedui op Algemene Plan L18/1989 en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL7349/1990 geregistreer op 24 Julie 1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

I. Sansom, Prokureurs vir Eiser, Claude Reid, Unitedgebou, Sesde Verdieping, Maitlandstraat, Bloemfontein.



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

In the matter between **ABSA Bank Limited**, Plaintiff, and **James Tansanqa Valashiya**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 15 May 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 at 11:00, on 28 July 1995 at the Tulbach Street entrance, to the Magistrate's Court, Welkom, namely certain:

Certain Erf 18202, situated in the Township Thabong, District of Welkom, measuring 240 (two hundred and forty) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold TL9480/1990, known as 18202 Thabong, District of Welkom.

*Improvements:* Residential property with: Lounge, kitchen, two bedrooms, bathroom with toilet (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) 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 conveyancer's on request, the fees of the Messenger of the 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 (Organe 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 7th day of June 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN204.)

## PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

### TRANSVAAL

#### UBIQUE AFLSAERS

In opdrag van die Kurator in die insolvente boedel **D. P. Coetzee**, sal ons die bates verkoop te Modderspruit, Maanhaarand, Magaliesburg, op 28 Junie 1995 om 10:00.

*Terme:* Kontant of bankgewaarborgde tjek.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

#### VAN'S AFSLAERS

#### VEILING EIENDOM

In opdrag van die Kurator van insolvente boedel **E. S. J. van Graan**, T3178/94, verkoop Van's Afslers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 20 Junie 1995 om 11:00, te Plot 218, Kameeldrift-Wes, Pretoria.

*Beskrywing:* Gedeelte 218, van die plaas Kameeldrift 313, JR, Pretoria.

*Groot:* 1,9064 ha.

*Verbeterings:* Netjiese drie slaapkamerhuis.

*Betaling:* 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

*Inligting:* Van's Afslers, Tel. (012) 335-2974.

**CASH CALL AFSLAERS (EDMS.) BPK.**

REGISTRATION NUMBER 63/00271/07

**BESTORWE- EN LIKWIDASIEVEILING VAN MEUBELS, KANTOORMEUBELS EN VOERTUIG (SONDER RESERVE): OP 23 JUNIE 1995 OM 10:00, BY ONS PERSEEL TE AUCTION CITY, KERKSTRAAT 463, ARCADIA, PRETORIA**

Behoorlik daartoe gelas deur die Eksekuteur van die bestorwe boedel **J. Francis**, Meestersverwysing 11046/94, en die Likwidateur van Blox Building and Consultants BK, in likwidasie, Meestersverwysing T3455/94, verkoop ons per openbare veiling onder meer die volgende items:

*Bestaande uit:* Kantoorstoele, lessenaars, yskas, vrieskas, TV's, video-opnemer, beddens, mikrogolfoond, ornamente, mini hi-fi, M-net-dekodeerder, sitkamerstelle, eetkamerstel, rekenaars, oefenfiets, mansklerasie, eetgerei, Sanyo mini TV/radio en baie meer.

*Wynversameling:* Rooiwyn.

*Voertuig:* 1993 Honda Ballade Luxline 160i.

*Juweliersware:* Drie halfedelgesteentes, Omega-sakhorlosie, Seiko-polshorlosie, goue armband en ketting.

*Medaljes:* 3 x 1978 Argentina World Cup, 1 x 18 kt. goud Genootskap van Regte Afrikaans Sertifikaat No. 529, 12 x silwer Anglo Boer Sertifikaat, No. 1283, 13 x wildewe.

*Terme:* Streng kontant of bankgewaarborgde tjeks alleen.

*B.T.W.:* 14% (veertien persent) BTW sal gehef word op kantoormeubels alleenlik.

*Besigtiging:* By ons perseel gedurende kantoorure.

Reg van onttrekking word voorbehou.

Cash Call Afslaers (Edms.) Bpk., Tel. (012) 341-1314.

**CAHI APPRAISERS AND STOCK LIQUIDATORS**

REGISTRATION No. CK87/12616/23)

**INSOLVENT ESTATE AUCTION, TWO AND A HALF BEDROOM FLAT FULL SECURITY, SUNNYSIDE, PRETORIA**

Duly instructed by the trustee in the insolvent estate **F. J. Cronje**, Master's Reference Number T4578/94. We will sell Tuesday, 20 June 1995 at 11:00, on Site 414, Kingsway Flats, 485 Schoeman Street, Sunnyside, Pretoria.

Spacious golden oldie, view by appointment.

*Terms:* 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

**ELI STRÖH VEILINGS**

**INSOLVENTE BOEDELVEILING VAN PRAGTIGE NATUURSKOON NYLRIVIERPLASIE GELEË NET BUITE POTGIETERSRUS**

Behoorlik daartoe gelas deur die Kurator, in die saak insolvente boedel **J. F. Moller**, Meestersverwysingsnommer T3805/94, sal ons verkoop op Vrydag, 23 Junie 1995 om 11:00, te die eiendom (sien ligging).

1. *Die eiendom:* Gedeelte 13 ('n gedeelte van Gedeelte 12) van plaas Lisbon 288, Registrasieafdeling KR, distrik Potgietersrus, groot 45,78 hektaar.

2. *Ligging:* Volg Vredenburgstraat in 'n suidelike rigting, draai regs in Wildebeesstraat en ry reguit aan op grondpadverlenging. Ry oor die Nylrivier en draai regs by vurk, rigtingwysers sal aangebring word.

3. *Verbeteringe:* Groot rondawel onder grasdak met badkamer, kombuis en ook verdeel in twee vertrekke. Netjiese toegeboude sinkdak stoor, arbeidershuise en braailapa.

*Ander verbeteringe:* Drie boorgate waarvan een boorgat toegerus is maar sonder enjin, twee damme en watertenk. Die plaas bestaan uit ongeveer 15 ha berg, 15 ha ou lande, 7 ha bebosde weiding en 7 ha Nylweiding.

4. *Afslaersnota:* Hier is 'n pragtige stukkie Afrika, natuurskoon en pragtige uitsig. Natuurlike liefhebbers moet nie hierdie veiling misloop nie.

5. *Verkoopvoorwaardes:* 20% (twintig persent) deposito op dag van die veiling en balans binne 30 dae na bekragtiging deur die kurator. Bekragtiging binne sewe dae na datum van die veiling.

Vir meer besonderhede kontak die afslaers: Eli Ströh Eiendomsagente en Afslaers, Tel. (0152) 295-6430/1/9, Groblerstraat 14B, Pietersburg.

**PARK VILLAGE AUCTIONS**

INSOLVENT ESTATE: J. M. AND D. O. M. DU PLESSIS

MASTER'S REFERENCE NUMBER: T4388/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 4 Oriel Street, Raceview, District of Alberton, Gauteng, on Wednesday, 21 June 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax: (011) 789-4369.

**PARK VILLAGE AUCTIONS**

INSOLVENT ESTATE: M. E. SCHNEIDER

MASTER'S REFERENCE NUMBER: T4621/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 26 Castor Road, Sunward Park, Boksburg District, Gauteng, on Tuesday, 20 June 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax: (011) 789-4369.

**PARK VILLAGE AUCTIONS**

INSOLVENT ESTATE: J. J. MEYBURGH

MASTER'S REFERENCE NUMBER: T906/95

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 155 Denne Road, Witpoort Agricultural Holdings, Brakpan District, Gauteng, on Tuesday, 20 June 1995, commencing at 12:00, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax: (011) 789-4369.

**PARK VILLAGE AUCTIONS**

HENDAL CONSTRUCTION (PTY) LTD (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER: T1269/95

Duly instructed by the Liquidator in the above-mentioned estate, we will sell by public auction, on site at Green Gables, corner of Swart Street and Judd Street, Horison, Roodepoort District, Gauteng, on Wednesday, 21 June 1995, commencing at 10:30, a partially completed complex of seventy-two apartments and adjacent vacant stand.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax: (011) 789-4369.

**PARK VILLAGE AUCTIONS**

D. W. AND M. S. FISHER

MASTER'S REFERENCE NUMBER: T4402/94

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on Site 112B, Van der Merwe Drive, Silverton Extension 6, Pretoria District, Gauteng, on Monday, 19 June 1995, commencing at 10:30, a two-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax: (011) 789-4369.

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate H. V. and E. L. Searle, Master's Reference T4179/94, we will sell certain Erf 309, Brenthurst, Brakpan, on Tuesday, 20 June 1995 at 10:30, at the residence 7 Hosking Street, Brenthurst, Brakpan.

*Terms:* 20% (twenty per cent) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

**BOLAND BANK VEILINGS**

Likwidasie veiling van elf woonerwe te Jonkerhof, Swarthoutstraat, Karenpark-uitbreiding 23, Pretoria-Noord, neem die Pretoria-Noord/Britspad, tot by Wonderpark Pick 'n Pay, draai regs na Karenpark, en volg ons rigtingaanwysers, op Donderdag, 29 Junie 1995 om 11:00:

Behoorlik daartoe gemagtig deur die Likwidateur van **Jonker Property Development Quartum BK**, in likwidasie, T1313/95, word ondergemelde woonerwe per veiling aangebied naamlik:

*Vaste eiendom:* Erf 861, Karenpark-uitbreiding 23-dorpsgebied, Registrasieafdeling JR, Transvaal, Gedeelte 41 (299 m<sup>2</sup>), Gedeelte 43 (307 m<sup>2</sup>), Gedeelte 46 (329 m<sup>2</sup>), Gedeelte 47 (329 m<sup>2</sup>), Gedeelte 48 (327 m<sup>2</sup>), Gedeelte 50 (307 m<sup>2</sup>), Gedeelte 51 (304 m<sup>2</sup>), Gedeelte 54 (333 m<sup>2</sup>), Gedeelte 55 (332 m<sup>2</sup>), Gedeelte 56 (333 m<sup>2</sup>), Gedeelte 57 (386 m<sup>2</sup>).

Finansiering beskikbaar indien vooraf gereël met Boland Bank Bpk.

*Verkoopvoorwaardes:* 10% (tien persent) deposito plus 7,5 % (sewe komma vyf persent) afslaerskommissie in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

*Afslaersnota:*

1. Bogenoemde kompleks bestaan uit 38 gedeeltes waarvan 27 gedeeltes reeds voltooi en bewoon word.

2. Hierdie erwe sal eers afsonderlik en dan gesamentlik aangebied word.

*Navrae:* Bennie Ellis of Ian Coetzee, vir Afslaer, Koos van Rensburg, Tel. (012) 804-1440; Boland Bank Veilings, Eastway-sentrum 246, Pretoriaweg 617, Silverton.



**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WITBANK op 7 Julie 1995 om 10:00 voor die Landdroskantoor te WITBANK die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Resterende gedeelte van gedeelte 2 ('n gedeelte van gedeelte 1) van die plaas ZONDAGSFONTEIN 253, Registrasie Afdeling I.R., Transvaal

GROOT: 171,2057 hektaar

Eiendom (1) Blykens Akte van Transport T31025/1973

(2) Gedeelte 8 van die plaas LEEUWFONTEIN 219, Registrasie Afdeling I.R., Transvaal

GROOT: 170,9638 hektaar

Eiendom (2) blykens Akte van Transport T29281/1976

(3) Gedeelte 7 ('n gedeelte van gedeelte 2) van die plaas ZONDAGSFONTEIN 253, Registrasie Afdeling I.R., Transvaal

GROOT: 170,9231 hektaar

Eiendom (3) blykens Akte van Transport T39460/1983

Die eiendomme is in 'n beheerde gebied nl CL-RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hulle hulself moet vergewis of enige belastinge ten opsigte van die eiendomme betaalbaar is.

in die naam van **DAVID HERCULES BOTHA**

Ligging van hierdie eiendomme: 16 km suidwes van Ogies

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Kliphuis, sinkstoor, steenkamer. Gedeeltelik veekerende omhein en verdeel in kampe. 2 Boorgate, spruit, sementdam met sinkkrip.

Eiendom (2): Woonhuis, 2 dubbel motorhuise, staal en sinkstoor, 3 pakkamers, stoor, staalstoor, lapa, sinkafdak. Gedeeltelik veekerend omhein en verdeel in kampe. 4 Boorgate, Leeuwfontein spruit, Leeuwfonteinmyn verskaf water aan woonhuis.

Eiendom (3): Gedeeltelik veekerend omhein en verdeel in kampe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopvooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopvooreenkomste 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: ADAD 01255 03G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 8 Junie 1995.

**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, PHALABORWA op 7 Julie 1995 om 10:00 voor die Landdroskantoor te PHALABORWA die ondergemelde eiendomme by publieke veiling verkoop:—

(1) RESTERENDE GEDEELTE van GEDEELTE 5 ('n gedeelte van Gedeelte 1) van die plaas MARGATE 216, Registrasie Afdeling K.T., Transvaal;

GROOT: 58,1801 hektaar

(2) RESTERENDE GEDEELTE van die plaas SKILDERKRANS 232, Registrasie Afdeling K.T., Transvaal;

GROOT: 557,5158 hektaar

Blykens Akte van Transport T20709/1974

in die naam van **H J DE VOS BOERDERY ONDERNEMINGS (EIENDOMS) BEPERK**

Ligging van hierdie eiendomme: 30 km wes van Hoedspruit

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendom (1):* Veekeerend omhein. Grondopgaardam. Olifantsrivier.

*Eiendom (2):* 3 Woonhuise, rondawel, pakhuis, werkswinkel, 2 implementestore, 2 tabakoonde en arbeiderskampong. Wildwerend omhein en verdeel in kampe. Boorgat, grondopgaardam en 2 sementdamme. Olifantsrivier.

Ressorteer onder die Olifantsrivier (Laeveld) Staatswaterbeheergebied en permitte vir die besproeiing van 22,0 hektaar van eiendom (1) en 51,0 hektaar van eiendom (2) is voorlopig toegeken. Die koper is verantwoordelik vir oorpasing van die waterregte op sy naam.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatwaterskema of Staatswaterbeheergebied, bevestiging van die betrokke Minister verkry moet word dat hy die waterregte sal kan bekom.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16,5% 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 eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AKAC 00370 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 8 Junie 1995.

### BOLAND BANK VEILINGS

LIKWIDASIE VEILING VAN MODERNE DUPLEKS WOONSTELLE TE HAZENDALWEG, FREEWAY PARK, BOKSBURG (VOLG ONS WEGWYSERS VANUIT RONDEBULTWEG IN KINGFISHERSTRAAT NA NICOSIA KOMPLEKS) OP WOENSDAG, 21 JUNIE 1995 OM 11:00 (OP DIE PERSEEL)

*Vaste eiendom:*

*Eenheid 10:* Groot 86 m<sup>2</sup>.

*Eenheid 21:* Groot 85 m<sup>2</sup>.

*Eenheid 24:* Groot 87 m<sup>2</sup>.

*Eenheid 25:* Groot 86 m<sup>2</sup>.

Van Skema 123 bekend as Nicosia, Freeway Park-dorpsgebied, Boksburg.

*Verbeterings:* Bogenoemde eenhede bestaan elk uit: Sitkamer, eetkamer, twee slaap- en badkamers, oopplan-kombuis, aparte toilet met wasbak en motorafdak.

Finansiering beskikbaar indien vooraf gereël met Boland Bank Bpk.

*Verkoopvoorwaardes:* 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

*Afslaersnota:*

1. Moderne kompleks in 'n goeie en stil omgewing.

2. BTW betaalbaar op die koopprys.

3. *Besigtiging:* Woensdag, 7 Junie 1995 vanaf 12:00 tot 14:00 sook Woensdag, 14 Junie 1995 vanaf 12:00 tot 14:00.

*Navrae:* Ian Coetzee. Tel. (012) 804-1440.

*Afslaer:* Koos van Rensburg, vir Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg 617, Silverton. Tel. (012) 804-1440.

**PETER WILLIAMS PROPERTY AUCTIONS****INSOLVENT ESTATE SALE OF ATTRACTIVE, ARCHITECT-DESIGNED FAMILY RESIDENCE—LYDIANA**

Duly instructed thereto by the trustee in the insolvent estate of **L. Ondrejko**, Master's Reference T2565/94, we will sell, subject to confirmation, on Saturday, 24 June 1995 at 10:00, on the spot, i.e. 42 Ysterhout Avenue, Lydiana, the undermentioned property:

Erf 95, Lydiana, measuring 1 983 square metres, being 42 Ysterhout Avenue, on which is erected: An extremely well-appointed architect-designed north-facing family residence of main bedroom with walk-in cupboards, bathroom with toilet, shower and bidet and sliding doors leading onto private sun patio. Three further bedrooms with bathroom and separate shower. Study with attractive Japanese elm cupboards and bookshelves. Small storeroom. Spacious lounge/dining-room with marble-top bar and sliding doors onto large sun patio with braai facilities and private swimming-pool area. A well-appointed kitchen with numerous cupboards, stove with built-in oven and microwave oven. Scullery and laundry. Above the bedroom wing will be found an attic/TV room and sewing room.

*Outbuildings:* Servant's room, small kitchen and bathroom, three garages with hobby room, four carports situated in a brick driveway, and entrance with security gates and complete alarm system. A further feature is a borehole with automatic sprinkler system.

*Auctioneer's note:* As can be ascertained from the above, this property offers many luxurious features too numerous to mention. Prospective purchasers are urged to view this unique, well-planned and interesting home.

*Terms:* 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

*Financing:* A substantial building society bond is available to an approved purchaser.

*Viewing:* Daily from 10:00 to 17:30 (including week-ends).

*For further details:* Contact the auctioneers, Peter Williams Auctioneering and Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 335-2931/2.

**J G W AFSLAERS (CK90/35316/23)**

In opdrag van die Kurator van insolvente boedel **G. W. Bezuidenhout**, Meestersverwysingsnommer T4280/94, word die hierna genoemde onroerende eiendomme, asook lopende besigheid per openbare veiling aangebied vir verkoping:

*Onroerende eiendomme:*

*Plek van veiling:* Badenhorststraat 3, Hartebeestfontein.

*Datum van veiling:* 28 Junie 1995.

*Tyd van veiling:* 10:00.

*Eiendomme:*

1. Erf 262, geleë in die dorp Hartebeestfontein, Registrasieafdeling IP, Transvaal, groot 1 971 (een nege sewe een) vierkante meter, ook bekend as Badenhorststraat 3, Hartebeestfontein.

*Beskrywing van eiendom:* Netjiese sinkdakwoning bestaande uit sitkamer, TV kamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en vloermatte, enkelmotorhuis met woonstel, onderdak afdak, met baie sterk toegeruste boorgat.

2. Erf 261, geleë in die dorp Hartebeestfontein, Registrasieafdeling IP, Transvaal, groot 1 951 (een nege vyf een) vierkante meter, ook bekend as Badenhorststraat 2, Hartebeestfontein.

*Beskrywing van eiendom:* Onbeboude erf.

*Verkoopvoorwaardes:* 20% (twintig persent) deposito van die koopsom betaalbaar onmiddellik op die veiling en die balans by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Besitsrente gereken te word op die balans van koopsom teen huidige bougenootskapsrentekoerse op eerste verbande.

Die volledige voorwaardes van verkoping is beskikbaar by J G W Afslaers, Andersonstraat 23, Klerksdorp. Tel. (018) 462-2711. Slegs kontant of bankgewaarborgde tjek.

*Vir enige navrae kontak:* Warrick Heppell. Tel. (018) 462-2711.

**PHIL MINNAAR AFSLAERS****BOEDEL WYLE J A KRUGER**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 21 Junie 1995 om 11:00, Erf 1111, Lindhaven, Roodepoort.

*Voorwaardes: Onroerend:* 15% (vyftien persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg. Tel. (011) 475-5133.



**AUCTRADE AFSLAERS****INSOLVENTE BOEDELVEILING VAN 'N RUIM DRIE SLAAPKAMERWONING MET 'N EENMANWOONSTEL GELEË TE HEIDELBERG, GAUTENG**

In opdrag van die Kurator in die insolvente boedel A. Benade, Meestersverwysing T4553/95, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op 28 Junie 1995 om 11:00, te Rissikstraat 24, Heidelberg, Gauteng.

*Eiendomsbeskrywing:* Erf 398, Heidelberg, ook bekend as Rissikstraat 24, Heidelberg, grootte 1 487 m<sup>2</sup>.

*Verbeterings:* Woning bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, studeerkamer en kombuis met houtkaste.

*Buitegeboue:* Eenmanwoonstel met badkamer, bediendekamer, motorhuis, motorafdak en lapa. Die erf is ten volle ommuur.

*Verkoopvoorwaardes:* 10% (tien persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborgte ter versekering van die balans van die koopprys moet voorsien word binne 30 dae na bekragtiging van die verkoping.

*Besigtiging/besonderhede:* Daagliks tussen 08:00 en 18:00 of skakel die Afslaer by (012) 87-2346 of selfoon 0825548617.

Auctrade, Posbus 30124, Sunnyside, 0132.

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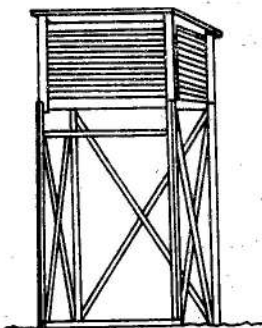
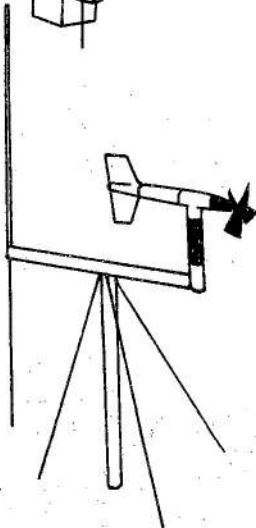
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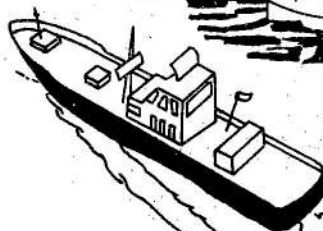
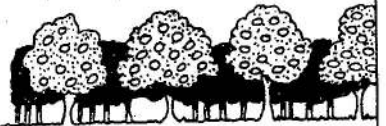
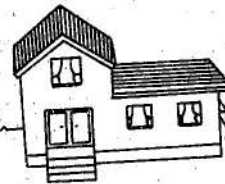
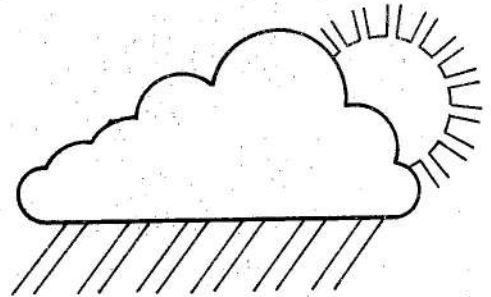
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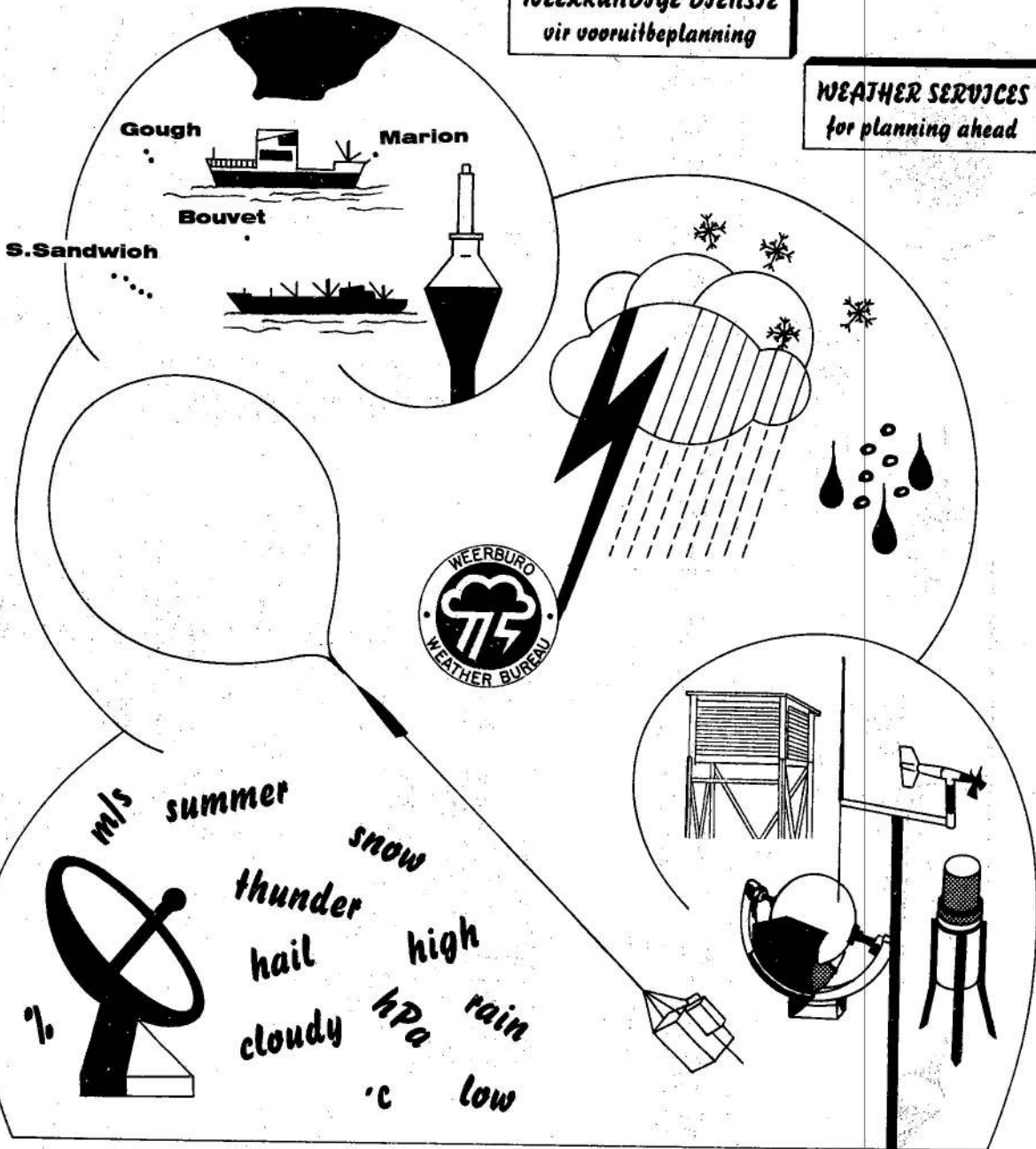




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