REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 363 PRETORIA, 15 SEPTEMBER 1995 No. 16660

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

SALES IN EXECUTION AND OTHER PUBLIC SALES

GEREGTELIKE EN ANDER OPENBARE VERKOPE

LIST OF FIXED TARIFF RATES

AND

CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE *GOVERNMENT GAZETTE*

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

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

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

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

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

CONDITIONS FOR PUBLICATION
VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

(1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

(2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

(3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

(1) enige vertraging by die publikasie van 'n kennisgewing of vir die publikasie daarvan op 'n ander datum as dié deur die adverteerder bepaal;

(2) die foutiewe klassifikasie van 'n kennisgewing of die plasing daarvan onder 'n ander afdeling of opskrif as die afdeling of opskrif wat deur die adverteerder aangedui is;

(3) enige redigering, hersiening, weglating, tipografiese foute of foute wat weens dowwe of onduidelike kopie mag ontstaan.

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

(b) where the fixed tariff rate does not apply, the word count rate.

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

(b) indien die vaste tariewe nie van toepassing is nie, die woordetal-tariewe.

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

13. *By kansellasie 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:*

- **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
GOEWERMENTSKENNISGEWINGS 1995

Die sluitingstyd is stiptelik ***15:00*** *op die volgende dae:*

- **21 September,** Donderdag, vir die uitgawe van Vrydag **29 September**
- **20 Desember,** Woensdag, vir die uitgawe van Vrydag **29 Desember**
- **28 Desember,** Donderdag, vir die uitgawe van Vrydag **5 Januarie 1996**

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

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

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

SALES IN EXECUTION · GEREGTELIKE VERKOPE

TRANSVAAL

Case 5615/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Ernest James Botes,** Defendant

A sale in execution of the property described hereunder, will take place on 2 October 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Third Floor, United Building, 177 President Street, Germiston:

Erf 595, Tedstoneville Township, Registration Division IR, Province of Gauteng, measuring 595 (five hundred and ninety-five) square metres, property also known as 42 Martin Street, Tedstoneville, Elsburg, Germiston.

Comprising: Three bedrooms, bathroom, toilet, lounge, TV room, kitchen, carport, one flat with room and bathroom.

A bond can be arranged for an approved purchaser.

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

Dated on this the 1st day of September 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorneys for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19818/KD/PT.)

Saak 1376/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **N B S Bank (Edms.) Bpk.,** Eiser, en **E. de Kock,** Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op Vrydag, 6 Oktober 1995 om 09:00, by die Landdroskantoor, Barberton:

Erf 4341, Marloth Park-vakansiedorp, Registrasieafdeling 369 JU, Oos-Transvaal, groot 2 455 (tweeduisend vierhonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T30371/1995, ook bekend as 4341 Buffelstraat, Marloth Park.

Dubbelverdiepingwoonhuis met teëldak, en alle verdere verbeteringe.

Hierdie erf sal aan die hoogste bieër 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 Augustus 1995.

B. van Rensburg, vir Bekker Van Rensburg, Generaalstraat 10, Posbus 253, Barberton, 1300. (Verw. JJVR/IU/RN42/S459.)

Saak 412/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEOU TE BARBERTON

In die saak tussen **Sho Son,** Eiser, en **Party Chetty,** Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op Vrydag, 8 September 1995 om 09:00, by die Landdroskantoor, Barberton:

Erf 17, Asiatiese woongebied, Barberton, Registrasieafdeling 369 JU, Oos-Transvaal, ook bekend as Smithstraat 17, Barberton.

Woonhuis met sinkdak, en buitegeboue en alle verdere verbeteringe.

Hierdie erf sal aan die hoogste bieër 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 10de dag van Augustus 1995.

B. van Rensburg, vir Bekker Van Rensburg, Generaalstraat 10, Posbus 253, Barberton, 1300. (Verw. JJVR/IU/RS59/S27.)

Saak 487/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **Pieter Uys,** Eiser, en **Alton Peters,** Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op Vrydag, 6 Oktober 1995 om 09:00, by die Landdroskantoor, Barberton:

Erf 102, Uitbreiding 2, Asiatiesewoongebied, Barberton, Registrasieafdeling 369, JU, Oos-Transvaal, ook bekend as Crescentrylaan 2, Barberton.

• Half voltooide steen dubbelverdiepingwoonhuis met toesluit motorhuis en alle verdere verbeteringe.

Hierdie erf sal aan die hoogste bieër 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 28ste dag van Augustus 1995.

B. van Rensburg, vir Bekker Van Rensburg, Generaalstraat 10, Posbus 253, Barberton, 1300. (Verw. JJVR/IU/SU2/U5.)

Case 3670/94

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

In the matter between **Nedcor Bank Limited,** trading as Nedbank, Plaintiff, and **Mr A. M. Sadie,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 25 October 1994 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 October 1995 at 15:00, at the premises of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property: Erf 822, Dersley Extension 1, Springs, Registration Division IR, Transvaal, measuring 900 square metres.

Postal address: 23 Quartz Avenue, Dersley Extension 1, Springs.

Description: (But nothing is guaranteed in respect hereof): Brick building with tiled roof, lounge, dining-room, kitchen, three bedrooms, bathroom, garage and outside toilet.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended) and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current bank or building society interest rates, from the date of sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within 14 (fourteen) days after the date of sale.

3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and other charges necessary to effect transfer duty by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs on this the 24th day of August 1995.

C. Krause, for J. H. van Heerden & Cohen, 88 Eighth Street, P.O. Box 2048, Springs. (Tel. 815-6324/5.) (Ref. Mrs van Heerden/D00642.)

Case 13106/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mathebula Sadness Dumisani,** First Defendant, and **Mathebula Noriah Khonzaphi,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 26 June 1995, will be sold in execution on Thursday, 5 October 1995 at 10:00, by the Sheriff of the Supreme Court, at the offices of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 5759, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, in extent 360 (three hundred and sixty) square metres, situated at 5759 Hermatite Crescent, Ennerdale Extension 8, Vereeniging.

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

Residence, single-storey dwelling, detached: *Walls:* Brick. *Roof:* Tile. *Floor:* Fitted carpets and novilon tiles. *Rooms:* Lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* Fence.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, at the offices of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 25th day of August 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissk Streets, Johannesburg. Docex: DX.571. (Tel. 336-3913/4; 336-3921/2/3.) (Ref. Mr Steyn/1398.)

Case 8188/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Gonzalvers Emmanual Benedict Dereck,** First Defendant, and **Gonzalvers Cheryl Ann,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 7 July 1995, will be sold in execution on Thursday, 5 October 1995 at 10:00, by the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 573, Kibler Park Township, Registration Division IQ, Transvaal, in extent 1 186 (one thousand one hundred and eighty six) square metres, situated at 40 Sherwood Lane, Kibler Park, Johannesburg.

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

Residence, single storey dwelling, detached: *Walls:* Semiface brick. *Roof:* Tile. *Floor:* Tiles. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two toilets. *Outbuildings:* Carport and toilet. *Boundary:* Brick and concrete walls. *Improvements:* None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 100 Sheffield Street, Turffontein, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 25th day of August 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. Docex: DX.571. (Tel. 336-3913/4; 336-3921/2/3.) (Ref. Mr Steyn/879.)

Saak 4639/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Johannes Jacobus Albertus Green,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 21 Julie 1993 die onderstaande eiendom te wete:

Erf 201, Casseldale-dorpsgebied, Registrasieafdeling IR, die Provinsie Gauteng, geleë te Van Graanstraat 19, Casseldale, Springs, in eksekusie verkoop sal word op 29 September 1995, aan die hoogste bieër, by die kantore van die Balju Landdroshof, Vierde Straat 66, Springs, om 15:00.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbeteringe: Woonhuis van baksteen gebou onder sinkdak bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers. *Buitegeboue:* Motorhuis en buitegebou.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju Landdroshof ter insae vir belangstellendes.

Gedateer te Springs op hede hierdie 15de dag van Augustus 1995.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Salamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SSB/G 913.)

Case 5453/95
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff/Execution Creditor, and **Stand 464 Turffontein CC,** First Defendant/Execution Debtor, **Adcock, Deon Edward,** Second Defendant/Execution Debtor, and **Hefer, Andries Cornelius,** Third Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg South, 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff, at 100 Sheffield Street, Turffontein.

The property is Erf 464, Turffontein Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres and held under Deed of Transfer T25357/1990 situated at 95 and 95A Bertha Street, Turffontein, Johannesburg.

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

Single-story semi-detached dwelling with iron roof internal and external brick walls that are plastered and painted, six bedrooms, two lounges, two kitchens, two bathrooms, two w.c.'s, two servants' rooms with two w.c.'s and two garages.

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

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

Dated at Johannesburg on this the 22nd day of August 1995.

Plaintiff's Attorney, Max Cohen, 410 Delbree House, 300 Bree Street, Johannesburg, 2001, P.O. Box 4184, Johannesburg, 2000. (Dx 257 JHB.) (Tel. 333-0046.) (Fax No. 336-0274.) (PETER SAPIRE/CLINTON LEWIS/F362.)

Case 5543/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Williams, Richard Robert Ernest,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 5 October 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale.

Certain Holding 13, situated in the Township of Benoni Orchards Agricultural Holdings, Registration Division IR, Transvaal, being 13 Eva Road, Benoni Orchards (Petit 28IR), Benoni, measuring 4,0471 (four comma nought four seven one) hectares.

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

The property is vacant.

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

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

Dated at Johannesburg on this the 21st day of August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/W159.)

Saak 12884/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Die Kleinsake-Ontwikkelingskorporasie Bpk.,** Eiser, en **Vuyani Sorghum Beer Bk,** Eerste Verweerder, en **Sibeko, Vincent D H,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemele saak, sal 'n verkoping sonder 'n reserweprys gehou word te Springs, op 29 September 1995 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, te 12de Straat 56, Springs, voor die verkoping ter insae sal lê:

Sekere Erf 698, Springs-dorpsgebied, geleë te Vyfde Straat 57, Springs, grootte gemeet 495 (vier honderd vyf-en-negentig) vierkante meter.

Verbeteringe: Geen waarborg kan in hierdie verband gegee word nie. *Geboue bestaande uit:* Drie slaapkamers, sitkamer, eetkamer, studeerkamer, familiekamer, tv-kamer, badkamer, kombuis en spens.

Terme: 10% (ten per centum) 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-, bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae van die verkoping verskaf word.

Vendukoste betaalbaar op die dag van die verkoping sal as volg bereken word:

5% (vyf per centum) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent). Minimum fooie R200 (twee honderd rand).

Gedateer te Johannesburg op hierdie 8ste dag van September 1995.

Coetsee & Hayes Ing., Carolinestraat 76, Brixton 2092, Posbus 96247, Brixton, 2019. (Tel. 837-7915/6 of 7975.) (Verw. D. Coetsee/AM/IK1805.)

Saak 12884/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Insake **Die Kleinsake-Ontwikkelingskorporasies Bpk.**, Eiser, en **Vuyani Sorghum Beer BK,** Eerste Verweerder, en **Sibeko, Vincent D. H.** 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 Springs op 29 September 1995 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju te 12de Straat 56, Springs, voor die verkoping ter insae sal lê:

Sekere: Erf 9888, KwaThema-dorpsgebied, geleë te Habedistraat 16, KwaThema-dorpsgebied, groot 2721 (tweeduisend sewehonderd een-en-twintig) vierkante meter.

Verbeteringe (geen waarborg kan in hierdie verband gegeë word nie): Geboue bestaande uit vier stoorkamers, twee verkoopsareas, afleweringsarea, solderkamer, biertuin, enkel motorhuis, twee waskamers, kantoor, kombuis, kantoor, twee waskamers, vier toilette en ontvangslokaal.

Terme: 10% (tien per centum) 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 van die verkoping verskaf word.

Vendukoste betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf per centum) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend) en daarna 3% (drie persent). Minimum fooie R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 8ste dag van September 1995.

Coetsee - Hays Ing., Carolinestraat 76, Brixton, 2092, Posbus 96247, Brixton, 2019. (Tel. 837-7915/6 of 7975.) (Verw. D. Coetsee/AM/IK1805.)

Case 33518/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd.** Execution Creditor, and **Mulder, Philip Roy,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 13 October 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain: Remaining extent of Erf 2918, situated in the Township of Brakpan, Registration Division IR, Transvaal, being 160B Northdene Avenue, Brakpan, measuring 496 (four hundred and ninety-six) square metres.

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

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

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

Dated at Johannesburg this 22nd day of August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M865.)

Case 10637/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Rakwena, Mbulelo Joseph,** 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, 5 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 410, Oakdene Extension 2 Township, Registration Division IR, Transvaal, area 1 015 (one thousand and fifteen) square metres, situated at 10 Roodeberg Street, Oakdene.

Improvements (not guaranteed): A house under tiled roof, consisting of three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, double garage, swimming-pool, jacuzzi, servants' quarters, 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 exceptable 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 00 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 23 August 1995.

F. R. J. Jansen, for Jansen–Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ201.)

Case 14315/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Viljoen, Brian Dennis,** 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, 5 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 168, Naturena Township, Registration Division IQ, Transvaal, area 1 028 (one thousand and twenty-eight) square metres, situated at 61 Yvette Crescent, Naturena, Johannesburg.

Improvements (not guaranteed): A house under tiled roof, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, double garage, 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 exceptable 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 00 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 23 August 1995.

F. R. J. Jansen, for Jansen–Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ227.)

Case 8306/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Deacon Gladys Irene Desiree,** Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 12 July 1995, will be sold in execution on Thursday, 5 October 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, Fourth Floor, Standard Chambers, President Street, Germiston, to the highest bidder:

Erf 120, Primrose Township, Registration Division IR, Transvaal, in extent 991 (nine hundred and ninety-one) square metres, situated at 2 Dahlia Road, Primrose, Germiston.

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

Residence, single storey dwelling, detached.

Walls: Brick, plaster and paint.

Roof: Corrugated iron.

Floor: Carpets.

Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: Two garages, two servants', store-room and laundry.

Boundary: Brick walls.

Improvements: Walling and paving.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Fourth Floor, Standard Chambers, President Street, Germiston for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 21st day of August 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 and 336-3921/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/1371.)

Case 4608/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Pienaar William Owen,** First Defendant, and **Pienaar Sarah Anne,** Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 18 July 1995, will be sold in execution on Thursday, 5 October 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, Fourth Floor, Standard Chambers, President Street, Germiston, to the highest bidder:

Erf 156, Fishers Hill Township, Registration Division IR, Transvaal, in extent 744 (seven hundred and forty-four) square metres, situated at 30 Jupiter Road, Fishers Hill, Germiston.

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

Residence, single storey dwelling, detached.

Walls: Brick and plaster.

Roof: Corrugated iron.

Floor: Carpets and novilon.

Rooms: Lounge, dining-room, kitchen, two bedrooms, bathroom and two toilets.

Outbuildings: Garage, servant and toilet.

Boundary: Concrete walls.

Improvements: Swimming-pool.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Fourth Floor, Standard Chambers, President Street, Germiston for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 21st day of August 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 and 336-3921/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/1151.)

Case 14088/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Robertson, Ronald Melvin,** First Execution Debtor, and **Robertson, Ann Louise,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 13 October 1995 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain: Erf 1123, situated in the Township of Brakpan North Extension 3, Registration Division IR, Transvaal, being 7 Ellis Street, Brakpan North Extension 3.

Measuring: 807 (eight hundred and seven) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 22nd day of August 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.264.)

Saak 280/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton,** Eiser, en **G. Mazibuko,** Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 12 Junie 1995, sal die ondervermelde eiendom op 28 September 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 Restant Gedeelte 12, Erf 70, Meyerton Farms, Stasieweg 15, Registrasieafdeling Provinsie van Gauteng, groot 2 289 (twee twee agt nege) 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: Sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis, motorhuis, afdak en twee slaapkamerwoonstel met badkamer.

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

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

Saak 93/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton,** Eiser, en **W. G. Brummer,** Eerste Verweerder, en **M. Brummer,** Tweede Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 20 Maart 1995, sal die ondervermelde eiendom op 28 September 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 549, Golf Park, Palmweg 3, Registrasieafdeling, provinsie Gauteng, groot 1 074 (een nul sewe vier) 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 bouvereningingwaarborg.

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, vier slaapkamers, twee badkamers, kombuis en dubbelmotorhuis.

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

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

Saak 366/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Die Noordelike Vaal Metropolitaanse Substruktuur,** Eiser, en **W. A. M. L. Steffen,** Eerste Verweerder, en **E. Steffen,** Tweede Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 5 Junie 1995, sal die ondervermelde eiendom op 28 September 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 591, Rothdene, Angelstraat 77, Registrasieafdeling, provinsie Gauteng, groot 1 673 (een ses sewe drie) 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 bouvereningingwaarborg.

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, twee badkamers, kombuis en afdak.

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

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

Case 13681/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Magwegwe William Skosana,** First Defendant, and **Thandi Betty Skosana,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 29 September 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Middelburg, Auxilium Building, 4A Eksteen Street, Middelburg, and will be read out prior to the sale.

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

Property: Erf 5749, Mhuli Extension 3 Township, Registration Division JS, Transvaal.

Improvements: Two bedrooms, bathroom, 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 2552.)

Case 19780/94
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 **Smith, Christopher Lawrence,** First Defendant/Execution Debtor, and **Smith, Margaret,** Second Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff, at 100 Sheffield Street, Turffontein:

The property is Erf 560, Kenilworth Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held under Deed of Transfer T51825/1993, situated at 212 Stanton Street, Kenilworth, Johannesburg.

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

Single-storey dwelling with iron roof, comprising six bedrooms, kitchen, two bathrooms, store-room, sunroom, garage, servants' quarters and w.c.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable and interest on the full purchase price at current bond rates payable against the registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (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 21st day of August 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. Dx 257 Jhb. (Tel. 333-0046.) (Fax. 336-0274.) (Ref. Peter Sapire/Clinton Lewis/F253.)

Case 16183/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Maduna, Vincent,** First Defendant, and **Maduna, Ntombi Anna,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 25 July 1995, and a writ of attachment (immovable property) dated 31 July 1995, the following immovable property will be sold in execution by the Sheriff of the Supreme Court, Springs, at 56 12th Street, Springs, on 29 September 1995 at 11:00, to the highest bidder:

Certain Erf 125, Modder East Township, Registration Division IR, Transvaal, situated at 20 Hexriver Road, Eastvale, Springs, measuring 1 034 (one thousand and thirty-four) square metres, held by the Defendants under Deed of Transfer T50686/1994, consisting of the following:

Description of the property: Brick dwelling under tiled roof consisting of family room, lounge/dining-room, three bedrooms, study, fitted carpets, one and a half bathrooms, shower, kitchen, garage, patio, concrete boundary walling, concrete drive and boundary gates.

Terms and conditions:

1. 10% (ten per centum) of the purchase prrice to be paid in cash on the day of the sale and the balance together with interest 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 the sale.

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

3. The purchaser shall be liable for all outstanding rates and taxes in respect of the property.

4. The complete conditions of sale may be inspected at the Office of the Sheriff for the Supreme Court, 56 Twelfth Street, Springs.

Dated at Springs this 10th day of August 1995.

Ian M. Stoloff, for Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street; P.O. Box 184, Springs. (Tel. 812-2400.) (Ref. Mr Stoloff/N93.)

Case 10394/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Sonnen, Raymond George,** Defendant

In execution of 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, Springs, at 56 12th Street, Springs, on 29 September 1995 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Springs, prior to the sale:

Certain Erf 136, Edelweiss Township, Registration Division IR, Transvaal, situated at 16 Springbok Road, Edelweiss, Springs.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising entrance hall, lounge, dining-room, bar, kitchen, three bedrooms, two bathrooms with w.c., garage, carport, 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 this 3rd day of August 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Whitson/U00184.)

Saak 6873/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eksekusieskuldeiser, en **S. A. Edwards,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 24 Oktober 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 29 September 1995 om 11:00, voor die Landdroskantoor, Klopperstraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, naamlik:

Sekere Erf 649, geleë in die dorp Safarituine-uitbreiding 4, Rustenburg, Registrasieafdeling JQ, Transvaal, groot 1 500 (eenduisend vyfhonderd) vierkante meter, gehou kragtens Titelakte T21199/1989, onderhewig aan al sodanige voorwaardes as wat in die gemelde akte vermeld staan of na verwys word.

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

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

Geteken te Rustenburg hede die 11de dag van Augustus 1995.

Breytenbach, Prinsloo Ingelyf, Breytenbach Prinsloogebou, Burgerstraat, Posbus 75, Rustenburg. (Verw. mnr. Prinsloo/LS/TE10.)

Saak 2618/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eksekusieskuldeiser, en **J. C. van der Sandt,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 28 Junie 1995 toegestaan is, op 29 September 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 3309, geleë in die dorpsgebied Witbank-uitbreiding 16, Registrasieafdeling JS, Transvaal, groot 1 210 (een twee een nul) vierkante meter, gehou kragtens Akte van Transport T4156/84.

Straatadres: Oppenheimerstraat 49, Witbank-uitbreidng 16.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die skuldeiser bepaal.

Geteken te Witbank op hierdie 17de dag van Augustus 1995.

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

Saak 42775/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Pretorium Trust,** Eiser, en **mnr. W. H. Greef,** Verweerder

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 25 Augustus 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 6 Oktober 1995 om 11:00, te Balju Kantoor, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, Ou Warmbadpad), aan die persoon wie die hoogste bod maak:

Erf 44, Wolmer, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T60767/1994, geleë Jopie Fourie-straat 503, Pretoria-Noord.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie:

Huis met drie slaapkamers, sitkamer en eetkamer—almal met matte, kombuis, badkamer en aparte toilet—met novilon. Buitegeboue bestaande uit motorhuis en bediendekamer.

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 bouverenigingwaarborg 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, Wonderboom, se kantore.

Geteken te Pretoria op hede die 23ste dag van Augustus 1995.

Van Zyl Le Roux & Hurter Inc., Tweede Verdieping, Kerkplein 38, Pretoria. (Tel. 21-9231.) (Verw. mnr. J. A. van Zyl/HKNOX.)

Case 15974/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Maluka, Thabetse Thomas,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 13 October 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 15666, situated in the Township of Tsakane Extension 5, Registration Division IR, Transvaal, being 15666 Tsakane Extension 5, Brakpan, measuring 240 (two hundred and forty) square metres.

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

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

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

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

Dated at Johannesburg on this 22nd day of August 1995.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1174.)

Case 9870/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Du Preez, Catherine Molly,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, on 12 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Remaining Extent of Erf 656, situated in the Township of Craighall Park, Registration Division IQ, Transvaal, being 106 Hamilton Avenue, Craighall Park, Johannesburg, measuring 991 (nine hundred and ninety-one) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, pantry, separate toilet, two bedrooms and two bathrooms with outbuildings with similar construction comprising servant's room, toilet, shower and swimming-pool.

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

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

Dated at Johannesburg on this 28th day of August 1995.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.128.)

14373/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Nel, Clayton, Bruce,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde 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, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op 3 Oktober 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 1290, Mayberry Park-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Besembosstraat 2, Mayberry Park, Alberton, grootte 1 218 m^2 (een twee een agt) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers/stort/toilet, aparte toilet, kombuis en aantrekkamer.

Buitegeboue: Dubbelmotorhuis en toilet.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 14de dag van Augustus 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8385E.)

Case 9699/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Richard Jacques Briel,** First Defendant, and **Antoinette Elizabeth Smit,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 8 May 1995 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution by public auction on 12 October 1995 at 10:00, at the property namely:

Certain Erf 1670, Crystal Park Extension 2 Township, situated at 6 Tarentaal Street, Crystal Park, District of Benoni, measuring 852 (eight hundred and fifty-two) square metres.

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

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

The full conditions of sale will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Benoni on this 12th day of August 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whitson/U00412.)

Case 8225/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni on 26 May 1995 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 5 October 1995 at 10:00, at the property namely:

Certain Erf 4118, Northmead Extension 1 Township, situated at 9 Typhoon Street, Airfield, District of Benoni, measuring 997 (nine hundred and ninety-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, comprising entrance hall, lounge, family room, study, dining-room, kitchen, four bedrooms, bathroom, single garage, servant's room and three storerooms.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Benoni on this 25th day of August 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00417/Mrs Kok/HM.)

Case 4144/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Brian Rodney Christie,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 9 June 1995 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 3 October 1995 at 12:00, at the property namely:

Certain Erf 525, Boksburg South Extension 3 Township, situated at 11 Reinet Street, Boksburg South, District of Boksburg, measuring 793 (seven hundred and ninety-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, comprising entrance hall, lounge, dining-room, family room, kitchen, sunroom, three bedrooms, bathroom, separate w.c., double garage, servant's room and laundry.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Boksburg on this 25th day of August 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00653/Mrs Kok/HM.)

Case 3839/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Ralph Patrick Haylock,** First Defendant, and **Gwendolene Audry Haylock,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 31 May 1995 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in exection and by public auction on 19 October 1995 at 10:00, at the property namely:

Certain Erf 1720, Crystal Park Extension 2 Township, situated at 4 Cormorant Street, Crystal Park Extension 2, District of Benoni, measuring 1 272 (one thousand two hundred and seventy-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, comprising entrance hall, lounge, dining-room, kitchen, scullery, four bedrooms and bathroom.

The conditions of sale:

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of the Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Benoni on this 28th day of August 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00170/Mrs Kok/HM.)

Case 6115/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 12 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 1217, situated in the Township of Protea Glen, Registration Division IQ, Transvaal, being 1217 Protea Glen, Soweto, Johannesburg.

Measuring: 216 (two hundred and sixteen) square metres.

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

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

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

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

Dated at Johannesburg on this 29th day of August 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N332.)

Case 18199/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Mlangeni, Vusumuzi David,** First Execution Debtor, and **Mlangeni, Kate Busisiwe,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 3 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 3120, situated in the Township of Likole Extension 1, Registration Division IR, Transvaal, being 3120 Likole Extension 1, Katlehong, Germiston.

Measuring: 198 (one hundred and ninety-eight) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 28th day of August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1199.)

Case 17238/95
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Mmethi, Malose Phineas,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 6 October 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 20693, situated in the Township of Vosloorus Extension 30, Registration Division IR, Transvaal, being 20693 Vosloorus Extension 30, Boksburg.

Measuring: 190 (one hundred and ninety) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 29th day of August 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1188.)

Case 27922/92
PH 104

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 5 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 1411, situated in the Township of Klipspruit Extension 4, Registration Division IQ, Transvaal, being 1411 Flamingo Circle, Klipspruit Extension 4, Johannesburg.

Measuring: 150 (one hundred and fifty) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M426.)

Saak 33915/95

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nationale Bank Beperk,** Eiser, en **H. de Bruyn,** Eerste Verweerder, en **A. F. de Bruyn,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 17 Mei 1995, sal die volgende eiendom in eksekusie verkoop word te Derde Verdieping, Unitedgebou, Presidentstraat 177, Germiston, op 9 Oktober 1995 om 10:00, aan die hoogste bieder, naamlik:

Erf 67, Estera-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 838 (agthonderd agt-en-dertig) vierkante meter, gehou kragtens Transportakte T24897/92, ook bekend as Parnellstraat 16, Estera, Germiston.

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

Hoofgebou: Sitkamer, eetkamer, drie slaapkamers, badkamer, toilet, kombuis en sitkamer.

Buitegeboue: Garage.

Titelakte voorwaarde: Streng vir woningdoeleindes alleenlik.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Germiston-Suid, ondersoek word.

Gedateer te Johannesburg op die 18de dag van Augustus 1995.

Brian Alberts & Vennote, Eerste Verdieping, Protea Sentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts J. A. A. 25/95B.)

Case 32048/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Smith: Patricia Charmaine,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 5 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Holding 63, Tedderfield Agricultural Holdings, Registration Division IQ, Transvaal, area 2,4576 (two comma four five seven six) hectares, situation 63 Patten Avenue, Tedderfield Agricultural Holdings.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, double garage, servants' quarters and servant's toilet 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 the 30th day of August 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ289.)

Case 19858/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Roos: Dereck Norman,** First Defendant, and **Roos: Catharina Elizabeth,** 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, 6 October 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 1280, Weltevredenpark Extension 3 Township, Registration Division IQ, the Province of Gauteng, area 1 368 (one thousand three hundred and sixty-eight) square metres, situation 18 Malva Street, Weltevredenpark Extension 3.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, dining-room, family room and garage with brick walls on two sides of the 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 the 30th day of August 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ102.)

Case 4919/95
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Scholtz: Clive,** 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, 5 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain unit comprising Section 44, and its undivided share in the common property in the Hermanna Court Sectional Title Scheme, area 92 (ninety-two) square metres, situation 604 Hermanna Court, Paul Nel and Claim Streets, Hillbrow, Johannesburg.

Improvements (not guaranteed): A flat consisting of bedrooms, bathroom, kitchen and lounge/dining-room with parking bay.

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

Dated at Johannesburg on the 30th day of August 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ422.)

Case 16417/95
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Williams, Elizabeth Bernadette,** 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, 5 October 1995 at 10:00, of the undermentoned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 8342, Eldoradopark Extension 9 Township, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, area 327 (three hundred and twenty-seven) square metres, situation 4 Harris Street, Eldoradopark Extension 9.

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

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of 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 August 1995.

F. R. J. Jansen, for Jansen–Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ656.)

Saak 12045/95

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

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Fernandes, Tartia,** 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, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op 3 Oktober 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 329, Florentia-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Bergstraat 65, Florentia, Alberton, grootte 714 m^2 (sewe een vier) vierkante meter.

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

Hoofgebou: Sitkamer, naaldwerkkamer, twee slaapkamers, badkamer met aparte toilet, kombuis en opwasvertrek.

Buitegeboue: Motorhuis, bediendekamer, toilet en stoorkamer.

Konstruktueer: Baksteen met teël.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transfer 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 28ste dag van Augustus 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8368E.)

Case 12129/93

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Ltd, Plaintiff, and **Specialised Promotions CC,** First Defendant, and **Arthur Malcolm Harold Cooke,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 9 November 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 11 October 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Portion 8 of Erf 2650, Benoni Township, Registration Division IR, Transvaal, situated at 16 Main Reef Road, Benoni, measuring 1 046 (one thousand and forty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of face brick and plasterbond corrigated iron roof, comprising lounge, dining-room, kitchen, three bedroon s, bathroom and toilet and enclosed veranda. Two garages, servant's room and two stores. Outside toilet and laundry. Brick drive and paved backyard.

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

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

Dated at Benoni on this 30th day of August 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg; c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. N20011/Mrs Kok.)

Case 2200/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Zoliswa Fiona Mavhungu N.O.,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 12 April 1995 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 6 October 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 6290, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, situated at 6290 Vosloorus Extension 8, Boksburg, measuring 300 (three hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, three bedrooms, dining-room, kitchen, bathroom and w.c.

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

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

Dated at Boksburg on this 29th day of August 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00637/Mrs Kok.)

Case 7585/91

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

In the matter between **Allied Building Society Limited,** Plaintiff, and **Sololo David Tshehisi,** First Defendant, and **Emily Nontobeko Tshehisi,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 7 October 1991 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 6 October 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 588, Mabuya Park Township, Registration Division IR, Transvaal, situated at 588 Mabuya Park, Vosloorus, Boksburg, measuring 325 (three hundred and twenty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising three bedrooms, dining-room, kitchen, lounge, bathroom and w.c.

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

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

Dated at Boksburg on this 29th day of August 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF5018/Mrs Kok.)

Case 3811/91

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

In the matter between **Allied Building Society Limited,** Plaintiff, and **Thomas John Ntanda,** First Defendant, and **Magauta Ivy Ntanda,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 8 January 1992 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 6 October 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 4350, Vosloorus Township, Registration Division IR, Transvaal, situated at 4350 Zandanela Street, Vosloorus, Boksburg, measuring 260 (two hundred and sixty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising two bedrooms, dining-room, kitchen, bathroom and w.c.

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

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

Dated at Boksburg on this 29th day of August 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00519/Mrs Kok.)

Case 1985/85

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

In the matter between **Trust Bank** (a division of ABSA Bank Ltd), Execution Creditor, and **Frascor Properties,** Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 17 March 1995, the following property will be sold in execution by Libra Auctioneers CC, on Wednesday, 11 October 1995 at 11:00, and from the premises of the said immovable property, namely:

Erf 581, Daggafontein Extension 5 Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, held under Deed of Transfer T54240/1988, and also known as 161 Clydesdale Road, Daggafontein, Springs.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Brick building under iron roof, consisting of large factory and three workshops with offices. *Outbuildings:* Unknown. *Sundries:* Unknown.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest at 23% (twenty-three per cent) per annum payable against regisration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within 21 (twenty-one) days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, at 66 Fourth Street, Springs.

Dated at Springs this 25th day of August 1995.

H. Schmidt, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs.

Saak 11147/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Daniel Reginald Dantu,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 31 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Alberton, op 3 Oktober 1995 om 10:00, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, verkoop:

Sekere Erf 73, Bracken Downs-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Raffinastraat 10, Bracken Downs, groot 1 269 (eenduisend tweehonderd nege-en-sestig) vierkante meter.

Die eiendom is verbeter en bestaan uit woonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, dubbelmotorhuis en swembad.

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 Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0482).]

Saak 14800/95
PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited,** handeldrywende as United Bank, Eksekusieskuldeiser, en **Chang, Nga Leng,** Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die kantore van die Balju te Marshallstraat 131, Johannesburg, op Donderdag, op 5 Oktober 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, voor die verkoping:

Erf 100, Ridgeway-dorpsgebied, Registrasieafdeling IR, Gauteng Provinsie, grootte 805 (agthonderd-en-vyf) vierkante meter en gehou deur Akte van Transport T61677/1992, synde Tilraerylaan 28, Ridgeway.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die woonhuis bestaan uit:

Geboue en verbeterings: 'n Huis onder 'n teëldak met ingangsportaal, sitkamer, eetkamer, vier slaapkamers, twee badkamers, aparte badkamer en kombuis. Buitegeboue is motorhuis, drie motorafdakke, bediendekamer met toilet en stort.

Terme: 10% (tien persent) deposito op aankoop, balans betaalbaar deur 'n bank- of bougenootskapwaarborg of kontant binne 14 dae vanaf datum van aankoop. Balju se kommissie betaalbaar deur aankoper op datum van aankoop.

Gedateer te Johannesburg op hierdie 6de dag van September 1995.

J. Meiring, vir Van de Venter, Meiring Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.) (Verw. S. Pitchers/Z19450.)

Saak 14800/95
PH 396

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** trading as United Bank, Execution Creditor, and **Chang, Nga Leng,** Execution Debtor

Be pleased to take notice that on Thursday, 5 October 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain Erf 100, Ridgeway Township, Registration Division IR, Gauteng Province, measuring 805 (eight hundred and five) square metres in extent and held by Deed of Transfer T61677/1992, situated at 28 Tilrae Drive, Ridgeway.

Description: A dwelling under tiled roof consisting of entrance hall, lounge, dining-room, four bedrooms, two bathrooms, separate bathroom, kitchen, parking bay and servant's room. Outbuildings consist of three carports, garage and servants' quarters with toilet and shower.

1. The sale shall be without reserve, and the property shall, subject to the Supreme Court Act and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchasr shall pay 10% (ten per cent) of the price plus 4% (four per cent) Sheriff's commission plus Value-Added Tax thereon, on the date of sale and the balance plus interest at the Execution Creditor's current lending rate on transfer, to be secured by acceptable guarantee within 14 (fourteen) days of the sale.

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

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

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

Dated at Johannesburg on this the 6th day of September 1995.

J. Meiring, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton International Trade Centre, Commissioner Street, Johannesburg. [Tel. (011) 886-0500.) (Ref. S. Pitchers/Z19450.)

Saak 3063/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.** (Reg. No. 86/04794/06) (Volkskas Bank), Eiser, en **Christina Elizabeth Johanna Jacobs,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 23 Junie 1995 sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 29 September 1995 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 560, Vanderbijlpark South East 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1211 vierkante meter, Wilgerstraat 17, Vanderbijlpark.

Verbeterings: Teëldak, matte en teëls op vloere, eetkamer, sitkamer, ingangsportaal, familiekamer, kombuis, vier slaapkamers, twee vol badkamers, speelkamer en opwaskamer. *Buitegeboue:* Twee motorhuise, motorafdak, stoorkamer en toilet.

Verkoopvoorwaardes:

1. Eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regate van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op 21ste dag van Augustus 1995.

Du Plessis, Pienaar & Swart, Tweede Verdieping, Ekspa-gebou, Attie Fouriestraat, Vanderbijlpark; Privaatsak X035, Vanderbijlpark, 1900. [Tel. (016) 81-2031/2/3/4.] (Verw. IP/I50085.)

Case 24916/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Raylite Batteries (Pty) Limited,** Plaintiff, and **Mr D. L. Atkinson,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) dated 20 February 1995, and subsequent notice of attachment, dated 10 May 1995, the undermentioned property will be sold by the Sheriff of the Supreme Court, on 29 September 1995 at 10:00, to the highest bidder without reserve in front of the Magistrate's Office, Morgan Street, Tzaneen, and which conditions will be read by him before the sale of the following property owned by the Defendant:

Erf 146, situated in the Township of Tzaneen Extension 2, Registration Division LT, Northern Province, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held by the Defendant by virtue of Deed of Transfer T45469/1982.

The above property consists of a dwelling-house built of corrugated iron on brick measuring approximately 156 square metres, consisting of a lounge-cum-dining-room, laundry, shower, wash-hand-basin and toilet, bedroom, kitchen with stainless steel wash bowls, electric stove and novilon floor, bathroom with bath and wash-hand-basin tiled to a height of approximately one metre, separate toilet and three bedrooms, two of which have built-in cupboards. The floors are ceramic tiles throughout and the ceilings are asbestos. The dwelling is not in a good condition being approximately 50 years old, the gutters and facie boards all requiring attention. There is a swimming-pool measuring approximately 25 square metres in area, but leaks due to large tree damage. The property is fenced all around with precast concrete fencing and the garden is totally undeveloped.

The above property is known as 41 King Edward Drive, Tzaneen.

Conditions:

1. The purchaser shall pay to the Sheriff 10% (ten per centum) of the purchase price immediately upon the signature of the conditions of sale and furnish him with a bank or building society guarantee within 14 (fourteen) days from the date of the sale for the balance of the purchase price.

2. The Plaintiff will consider favourable granting and approved purchaser a loan up to 90% (ninety per centum) of the purchase price of the property and arrangements should be made within the Plaintiff before the sale.

3. The full conditions of the sale may be inspected at the office of the Sheriff of the Supreme Court, during office hours and will be read out before the property is put up for sale.

Dated at Pretoria on this the 31st day of August 1995.

R. T. M. Rein, for Solomon Nicolson Rein & Verster Inc., Attorneys for Plaintiff, Sixth Floor, N.B.S. Building, 259 Pretorius Street, Pretoria. [Tel. (012) 325-2461.] (Ref. R. T. M. Rein/VAA.)

Saak 1206/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Natal Bouvereniging Beperk,** Eiser, en **W. Scott,** Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof van Pietersburg, toegestaan op 28 Maart 1995 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 13 Oktober 1995 om 10:00, te die Landdroskantoor, Pietersburg, naamlik:

Gedeelte 2 ('n gedeelte van Gedeelte 1) van Erf 667, geleë in die dorpsgebied Pietersburg, Registrasieafdeling LS, Transvaal, groot 952 vierkante meter, gehou kragtens Akte van Transport T111579/92, geleë te Marshallstraat 148, Pietersburg.

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

Die eiendom is 'n woonhuis bestaande uit drie slaapkamers, badkamer, stort, twee toilette, kombuis, eetkamer en sitkamer. Plus 'n woonstel bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, stort en toilet. Swembad met aantrekkamer, toilet en stort.

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

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

M. Botha, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. 291-2147/8.) (Verw. mnr. Botha/sm/6076.)

Case 7227/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Phakathi, George Fletcher,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Boksburg, at 182 Leeuwpoort Street, Boksburg, on Friday, 6 October 1995 at 11:15, 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, Boksburg, prior to the sale:

Erf 722, Dawn Park Extension 2 Township, Registration Division IR, Transvaal, in extent 809 (eight hundred and nine) square metres, held under Deed of Transfer T23940/91, being 172 West Central Avenue, Dawn Park, 1459.

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

Main building: Three bedrooms, two bathrooms, kitchen, lounge, entrance hall, dining-room, family room, games room, double garage and 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 calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand); and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 30th day of August 1995.

E. Bester, for Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. Mr E. Bester/vdh/29.8A.)

Case 14542/95
PH 45

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Rathebe, Victor Leswene,** First Defendant, and **Rathebe, Nontobeko Lauretta,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 5 October 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, Turffontein, 100 Sheffield Street, Turffontein, prior to the sale:

Portion 22 (a portion of Portion 1) of Erf 895, Nancefield Township, Registration Division IQ, Transvaal, in extent 736 (seven hundred and thirty-six) square metres, held under Deed of Transfer T44010/90, being 65 Sterre Road, Nancefield, 1812.

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

Main building: Three bedrooms, two bathrooms, kitchen, lounge, two garages and dining-room.

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

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

Dated at Johannesburg this the 23rd day of August 1995.

E. Bester, for Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. Mr E. Bester/vdh/21.8.)

Case 3663/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Johan du Toit,** First Defendant, and **Hendrina Maria du Toit,** Second Defendant

Kindly take notice that pursuant to a judgment granted on 24 July 1995, and warrant of execution dated 26 July 1995, the following property will be sold in execution on Friday, 13 October 1995 at 11:00, at the offices of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan:

Erf 310, Brakpan North Extension 1 Township, Registration Division IR, Transvaal.

Improvements: Single storey, brick under tile, lounge/dining-room, three bedrooms, kitchen, bathroom, toilet and carpets.

Known as 3 Bertram, corner of Hospital Roads, Brakpan North.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate' Courts Office, Brakpan.

Dated at Benoni on the 25th day of August 1995.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1385.)

Case 4531/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcord Bank Ltd** (formerly Nedperm Bank Ltd), Plaintiff, and **Pieter Willem Johannes Ras,** 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 offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 12 October 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:

Holding 32, Schoongezicht Agricultural Holdings, Registration Division IR, Transvaal, situated at 3C Small Holdings Schoongezicht, Daleside, in extent 10,1171 (ten comma one one seven one) hectares, held under Deed of Transfer T59972/91.

Subject to the conditions more fully set out in the aforesaid Deed of Transfer and the reservation of the mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage and shed.

Terms: 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 on this the 4th day of September 1995.

C. B. Yeo, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. CBY/wb S.262/94.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.].

Saak 3570/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.,** 86/04794/06, handeldrywende as Trust Bank, Eiser, en **Leon Jacobus Josias du Piesanie,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 3 Augustus 1994 sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 29 September 1995 om 10:00 deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 755, Vanderbijlpark South East 2, Registrasieafdeling IQ, Transvaal, groot 1 028 vierkante meter, Donkin-straat 22, Vanderbijlpark.

Verbeterings: Sitkamer, eetkamer, kombuis, drie slaapkamers, volbadkamer met stort, waskamer en ingangsportaal. *Buitegeboue:* Motorhuis, stoorkamer en buitetoilet.

Verkoopvoorwaardes:

1. Eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet No. 32 van 1944, soos gewysig en die regate van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (Tien persent) van die koopprys in kontant op die dag van die verkoping.

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

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

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

Gedateer te Vanderbijlpark op hierdie 29ste dag van Augustus 1995.

Du Plessis, Pienaar & Swart, Tweede Verdieping, Ekspa-gebou, Attie Fouriestraat, Vanderbijlpark, Privaatsak X035, Vanderbijlpark, 1900. [Tel. (016) 81-2031/2/3/4.] (Verw. IP/E40021.)

Saak 1033/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Bethal Stadsraad,** Eiser, en **Du Plooystraat Beleggings (Edms.) Beperk,** Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof van Bethal en lasbrief vir eksekusie gedateer 26 Junie 1995 sal die ondervermelde eiendom op 6 Oktober 1995 om 11:00 te Kamer 83 van die Landdroskantoor te Bethal aan die hoogste bieër geregtelik verkoop word op die voorwaardes wat tydens die verkoping deur die afslaer voorgelees sal word en welke voorwaardes voor die verkoping by die Balju van die Landdroshof, Bethal, se kantoor nagegaan kan word:

Gedeelte 1 van Erf 239, geleë in die dorp Bethal, Registrasieafdeling IS, provinsie Oos-Transvaal, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter.

Adres: Du Plooystraat 57, Bethal.

Verbeterings: Winkelgebou met buitegeboue.

Gedateer te Bethal op hierdie 1ste dag van September 1995.

J. M. Marx, vir Hoffman & Marx, Prokureurs vir Eiser, Hoëveld Bandegebou, Scheepersstraat 8, Posbus 81, Bethal.

Saak 2136/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited,** Eiser, en **Die Trustees van tyd tot tyd van die Abraham Trust No. T2275/93,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 4 Augustus 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieër op 11 Oktober 1995 om 10:00:

Erf 82, geleë in die dorpsgebied Lynnwoodrif, Registrasieafdeling JR, provinsie van Gauteng, groot 1 506 (eenduisend vyfhonderd en ses) vierkante meter, beter bekend as Beechstraat 186, Lynnwoodrif.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis met matte, teëls, sitkamer, eetkamer, studeerkamer, kombuis, vier slaapkamers, twee badkamers, dubbelgarage, twee storte, swembad, plaveisel en buitegeboue.

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

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

Geteken te Pretoria op hierdie 4de dag van September 1995.

S. E. du Plessis, vir Van der Merwe du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlansentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48006.)

Case 7459/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Riaan Otto,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria West, at 10:00 on Thursday, 5 October 1995, at the offices of the Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, 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:

Section 59, as shown and more fully described on Sectional Plan SS231/1982 in the building or buildings known as Colorado situated at Erf 545, Extension 3, Pretoria, in the area of the Central Pretoria Metropolitan Substructure, measuring 36 square metres, 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 sections in accordance with the participation quota of the said section, held by Certificate of Registered Sectional Title ST51178/1994, known as Flat 309, Colorado, 312 Schubart Street, Pretoria.

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

"A bachelor flat consisting of bedroom/lounge combined, bathroom, kitchen".

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 of building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Pretoria West, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

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

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/jm/60618.)

Case 1427/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Swarts, Jacob Johannes Jacobus,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 12 October 1995, at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 445, situated in the Township of Glenmarais, Registration Division IR, Transvaal, being 25 Otto Avenue, Glenmarais, Kempton Park, measuring 1 487 (one thousand four hundred and eighty-seven) square meteres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S632.)

Case 17964/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Thanjekwayo, Gibson Thembi,** First Execution Debtor, and **Thanjekwayo, Sibongile Maria,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 6 October 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain all right title and interest in the leasehold in respect of Lot 13350, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13350 kwaThema Extension 2, Springs, measuring 298 (two hundred and ninety-eight) square metres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/T233.)

Case 18287/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Lekalakala, Matholo Alpheus,** First Execution Debtor, and **Lekalakala, Lieketseng Celestina,** Second Execution Debtor

In execution of judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 6 October 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 17644, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17644 Mohwibitsha Street, Vosloorus Extension 25, Boksburg, measuring 280 (two hundred and eighty) square metres.

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

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

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

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

Dated at Johannesburg this 5th day of September 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/L321.)

Case 25261/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Smith David Jack,** First Execution Debtor, and **De Lange Pierre Andre,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 13 October 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain: Section 10 as shown and more fully described on Sectional Plan SS3/91 in the scheme known as Sandown Hills, in respect of the land and building or buildings situated at Sandown Township, Local Authority Town Council of Sandton, of which the floor area, according to the said sectional plan is 87 (eighty-seven) square metres in extent; and

and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; being Unit 22 (section 10) Sandown Hills, 103 Katherine Street, Sandown, measuring 87 (eighty-seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A flat comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of carport.

Terms: 10% (Ten per centum) of the purchase price in cash on the day of 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.

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 R100 (one hundred rand).

Dated at Johannesburg on this the 30th day August 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S599.)

Case 11393/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Maher, Sean Anthony,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East, on 12 October 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Section 4 as shown and more fully described on Sectional Plan SS90/9188 in the scheme known as The Towers, in respect of the land and building or buildings situated at Highlands Township in Local Authority of Johannesburg, of which the floor area, according to the said sectional plan is 90 square metres in extent; and

and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; being Flat 4, The Towers, Bezuidenhout Street, Highlands, Johannesburg, measuring 90 (ninety) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

Dated at Johannesburg on this the 30th day August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1127.)

Case 11051/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Mjenxane, Mncekeleli Eugene,** First Execution Debtor, and **Seasebo, Esther Monkgogi,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 5 October 1995 at 10:00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 3514, situated in the Township of Protea Glen Extension 2, Registration Division IQ, Transvaal, being 3514 Protea Glen Extension 2, Soweto, Johannesburg, measuring 252 (two hundred and fifty-two) square metres.

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

Terms: 10% (Ten per centum) of the purchase price in cash on the day of 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.

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

Dated at Johannesburg on this the 30th day August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1125.)

Case 23518/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Mofokeng, Thapelo Joseph,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston South, on 9 October 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston South, United Building, Third Floor, 177 President Street, Germiston, prior to the sale:

Certain: Erf 303, situated in the Township of Rondebult, Registration Division IR, Transvaal, being 23 Ubombo Street, Rondebult, Germiston, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, three bedrooms, bathroom with outbuildings with similar construction comprising of double garage and a cottage comprising kitchen, bedroom, bathroom 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 fourteen (14) days from the date of sale.

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

Dated at Johannesburg on this the 30th day August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M921.)

Case 2915/95
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Excecution Creditor, and **Matjolo, Mafutha Moffat,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance of the Magistrates Court, Vanderbijlpark, on 6 October 1995 at 10:00, of the undermentioned property of the Defendant, on the conditions wich will lie for inspection at the Magistrates Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Erf 1638, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1638 Evaton North, Vanderbijlpark, measuring 351 (three hundred and fifty one) square metres.

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

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

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

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

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

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1027.)

Case 15633/95
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Mokhele, Thabo Joseph,** First Execution Debtor, and **Mokhele, Talitha Maiphepi,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrates Court, Vanderbijlpark on 6 October 1995 at 10:00, of the undermentioned property of the Defendant, on the conditions which will lie for inspection at the Magistrates Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain all right, title and interest in the leashold in respect of Erf 1572, situated in the Township of Sebokeng Unit 10, Registration Division IQ, Transvaal, being 1572 Sebokeng Unit 10, Vanderbijlpark, measuring 293 (two hundred and ninety-three) square metres.

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

A detached single storey brick built residence with tiled roof, comprising, kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising of garage.

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

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

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

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/m1163.)

Case 15604/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 13 October 1995 at 11:15, of the undermentioned property of the Defendant, on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 16704, situated in the Township of Vosloorus Extension 26, Registration Division IR, Transvaal, being 16704 Unnyango Street, Vosloorus Extension 26, Boksburg, measuring 296 (two hundred and ninety-six) square metres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K219.)

Case 11698/94

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

In the matter between **ABSA Bank Limited,** United Bank Division, (Reg. No. 86/04794/06), Plaintiff, and **Petrus Jacobus Hendriks,** First Defendant, and **Martha Magdalena Hendriks,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg on 16 January 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 October 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 680, Boksburg North Extension Township, situated on 102 Fourth Street, Boksburg North, in the Township of Boksburg North, District of Boksburg, measuring 743 (seven hundred and forty-three) square metres.

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

Building built of brick and plaster, tiled roof comprising of an entrance hall, lounge, kitchen, one bathroom, one w.c., three bedrooms, stoep, pantry, single garage, servant's room and two outside toilets.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 30th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00390/Mrs Teixeira.)

Case 3053/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Johannes Barnard Swanepoel,** First Defendant, and **Helena Johanna Swanepoel,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 10 May 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 10 October 1995 at 11:00 at the property, namely:

Certain: Erf 715, Boksburg North Extension Township, situated at 110 Fifth Street, Boksburg North Extension, District of Boksburg, measuring 743 (seven hundred and forty-three) square metres.

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

Building built of brick and plaster, comprising an entrance hall, lounge, dining-room, sunroom, kitchen, scullery, two bedrooms, two bathrooms and w.c.'s and servant's room.

The conditions of sale:

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Libra Auctioneers CC., 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Boksburg on this the 31st day of August 1995.

Hammon Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00493/Mrs Whitson/HM.)

Case 9302/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Jennifer Irene Naude,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 24 May 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 26 October 1995 at 10:00 at the property, namely:

Certain: Erf 912, Crystal Park Extension 1 Township, situated at 14 Keimond Street, Crystal Park Extension 1, District of Benoni, measuring 800 (eight hundred) square metres.

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

Building built of brick and plaster, tiled roof, comprising a lounge, dining-room, family room, kitchen, four bedrooms and two bathrooms.

The conditions of sale:

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Libra Auctioneers CC., 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Benoni on this the 31st day of August 1995.

Hammon Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. U00384/Mrs Whitson/HM.)

Case 4473/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Alfred Kivido,** First Defendant, and **Mary Magdelene Kivido,** Second Defendant

On 6 October 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Portion 165 (a portion of Portion 1) of Erf 846, Reigerpark Extension 1, Registration Division IR, the Province of Gauteng, situated at 165 Clarence September Street, Reigerpark Extension 1, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 31st day of August 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01372.)

Case 1598/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Beryl Nadeem Moosa,** First Defendant, and **Grace Ethel Moosa,** Second Defendant

On 6 October 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff''s Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Erf 640, Reigerpark Extension 1, Registration Division IR, the Province of Gauteng, situated at 640 Gladiolus Street, Reigerpark Extension 1.

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

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

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

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

4. 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, Boksburg, and will be read out prior to the sale.

Dated at Boksburg on this the 31st day of August 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03056.)

Case 11614/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Phelegan Mnguni,** First Defendant, and **Betty Xikhwelani Mnguni,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 6 December 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 October 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 895, Dawn Park Extension 2 Township, situated on 16 Maude Street, Dawn Park Extension 2, in the Township of Dawn Park Extension 2, District of Boksburg, measuring 803 (eight hundred and three) square metres.

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

Buidling built of brick and plaster, tiled roof, comprising of a lounge, dining-room, kitchen, three bedrooms, bathroom plus shower, separate toilet, bathroom plus toilet, laundry and outside toilet.

The conditions of sale:

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

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

Dated at Bokburg on this the 1st of September 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00471/Mrs Kok.)

Saak 15127/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Mzikayisa Lennox Kambule,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 5 Oktober 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere: Erf 1940, Klipspruit-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, ook bekend as 516 Klipspruit-uitbreiding 2, Pimville, grootte 150m^2 (een vyf nul) vierkante meter.

Verbeteringe: (Geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Hoofgebou: Sitkamer, twee slaapkamers, kombuis, badkamer en toilet. *Buitegeboue:* Geen. *Konstruktueer:* Baksteen met teël.

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

Vendukoste betaalbaar op dag van die 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 die 1ste dag van September 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Johannesburg, Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8373E.)

Saak 4502/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. J. Roux,** Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 19 Julie 1995 uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom naamlik:

Hoewe 134, in die Ivydale-uitbreiding 1-landbouhoewes, Registrasieafdeling LS, Transvaal, beter bekend as Plot 134, Ivydale, groot 4,2389 (vier komma twee drie agt nege) hektaar.

Bestaande uit: Drieslaapkamerwoonhuis, twee en 'n halwe badkamers, sitkamer, eetkamer, oopplan kombuis, spens, twee motorhuise en boorgat.

Verkoop sal word in eksekusie deur die Balju van die Landdroshof / afslaer te die Landdroskantoor, Pietersburg, hoek van Bodenstein- en Landdros Maréstraat, op 13 Oktober 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 Augustus 1995.

P. S. Steyn, vir Du Toit, Swanepoel & Steyn, Tweede Verdieping, NBS-gebou, Landdros Maréstraat 53, Pietersburg, 0700. (Verw. mnr. Steyn/tv/5077.)

Saak 4501/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. J. Roux,** Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 19 Julie 1995 uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom verkoop sal word in eksekusie deur die Balju van die Landdroshof/afslaer te die Landdroskantoor, Pietersburg, op die hoek van Bodenstein- en Landdros Maréstraat op 13 Oktober 1995 om 10:00, naamlik:

Hoewe 135, in die Ivydale-uitbreiding 1-landbouhoewes, Registrasieafdeling LS, Transvaal, beter bekend as Plot 135, Ivydale, groot 4,2390 (vier komma twee drie nege nul) hektaar.

Bestaande uit drieslaapkamerwoonhuis, een en 'n halwe badkamer, familiekamer, ingangsportaal, kombuis, eetkamer, sitkamer, twee motorhuise, studeerkamer met ekstra kombuis en boorgat.

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% 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 25ste dag van Augustus 1995.

P. S. Steyn, vir Du Toit, Swanepoel & Steyn, Tweede Verdieping, NBS-Gebou, Landdros Maréstraat 53, Pietersburg, 0700. (Verw. mnr. Steyn/tv/5075.)

Saak 630/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Beperk,** Eiser, en **W. M. Magagane,** Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 21 Februarie 1995 uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom verkoop sal word in eksekusie deur die Balju van die Landdroshof/afslaer te die Landdroskantoor, Pietersburg, op die hoek van Bodenstein- en Landdros Maréstraat op 6 Oktober 1995 om 10:00, naamlik:

Deel 2, soos getoon en meer volledig beskryf op Deelplan SS155/85 in die skema bekend as Reginahof 2, Hans van Rensburgstraat, ten opsigte van die grond en gebou/e geleë te Pietersburg-dorpsgebied, met vloeroppervlak 109 (honderd en-nege) vierkante meter.

Bestaande uit: Sitkamer, eetkamer, twee slaapkamers, badkamer, twee toilette en motorhuis.

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 volende vervat:

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

Saak 317/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **Marlene van der Vegte,** Eiser, en **Mnr. C. G. Green,** Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 14 Julie 1995 van die Landdroshof, vir die distrik Letaba, die hiernagemelde eiendom deur die Balju vir die Landdroshof, Tzaneen, in eksekusie verkoop word op 29 September 1995 om 10:00, te Landdroskantoor, Morganstraat, Tzaneen, aan die hoogste bieder in kontant:

Erf 611, Watneystraat 9-uitbreiding 6, Tzaneen, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Landdroshof, Tzaneen, distrik Letaba/Bolebedu/Naphuno, ter insae lê en behels onder andere die volgende:

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan artikel 66 van die Landdroshofwet, No. 32 van 1994;

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 15% (vyftien persent) per jaar op die balans van die koopsom vanaf datum van verkoop tot datum van registrasie.

3. Die koopprys sal soos volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes in kontant of bankgewaarborgde tjeks;

(b) Die balans van die koopprys binne 10 (tien) dae, in kontant of verseker deur 'n bank- of bougenootskapwaarborg, sodanige betaling en/of waarborge moet verskaf word aan die Eiser se prokureurs;

(c) Kommissie sal deur die koper aan die Balju betaalbaar wees.

4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju, Landdroshof, onmiddellik voor die geregtelike verkoping, sal ter insae lê te die kantoor van die Balju van die Landdroshof te Tzaneen/Letabe distrik Bolebedu/Naphuno;

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

Aldus gedoen en geteken te Tzaneen op hierdie 31ste dag van Augustus 1995.

Miller & Van Aswegen Ingelyf, Eerste Verdieping, Morgangebou, Morganstraat 10, Tzaneen, 0850. [Tel. (0152) 307-1333.] (Verw. mev. vd Heever/1206.)

Case 8624/95
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Boyes-Varley, Nicholas Rory,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 29 September 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, Sandton, Ground Floor, Flour House, 100 Grayston Road, Sandown, prior to the sale:
street number):

Certain Portion 55 of Erf 38, situated in the Township of Norscot, Rigistration Division IQ, Transvaal, being 41, Turaco Street, Norscot, Sandton, measuring 1 544 (one thousand five hundred and forty-four) square metres.

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

A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, separate toilet and shower, two bedrooms, bathroom with outbuildings with similar construction comprising two carports.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R100 (one hundred rand).

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.372.)

Saak 15305/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited,** Eiser, en **Lourens Petrus Janse van Vuuren,** Identiteitsnommer 5707115035083, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 13 April 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko-meule) ou Warmbadpad, Bon Accord, aan die hoogste bieër op 13 Oktober 1995 om 11:00:

Deel 25 soos getoon en meer volledig omskryf op Deelplan SS260/90 in die skema bekend as Constance, geleë te Erf 1628, in die dorpsgebied The Orchards Plaaslike Bestuur: Sentrale Pretoria Metropolitaanse Substruktuur, groot 101 (eenhonderd en een) vierkante meter, beter bekend as Woonstel 25, Constance, Koos Prinsloostraat, The Orchards-uitbreiding 11.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Drieslaapkamer-simpleks met kombuis, sitkamer, eetkamer, badkamer, enkelgarage, tuin en agterplaas.

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

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

Geteken te Pretoria op hierdie 5de dag van September 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlansentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58004.)

Saak 1947/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **N B S Bank Bpk.,** voorheen Natal Bouvereniging Bpk., Eiser, en **(1) F. A. Sithole** en **(2) N. P. Sithole,** Verweerders

Geliewe kennis te neem dat op 25 Oktober 1995 om 10:00 sal 'n publieke veiling gehou word te Johriahof, Du Plessisstraat 4, Florentia, Alberton, by tye waarvan die Balju van die Landdroshof, Alberton, in navolging van 'n vonnis en lasbrief vir eksekusie uitgereik in terme daarvan, asook beslaglegging gemaak ingevolge daarvan, die volgende in eksekusie sal verkoop:

Eiendom: Erf 1828, Mayberrypark, Alberton, groot 943 vierkante meter, gehou kragtens Transportakte T27920/94, ook bekend at Poplarstraat 10, Mayberrypark, Alberton.

Die hoofsaaklike verkoopvoorwaardes is as volg:

1. Die verkoping sal in alle opsigte onderhewig wees aan die Landdroshofwet 1944, die reëls daarvan, enige wysiging daartoe of vervanging daarvan, en die eiendom sal voetstoots sonder reserwe aan die hoogste bieër verkoop word.

2. Die prys sal rente dra soos van tyd tot tyd ingevolge die verband oor die eiendom soos gehou deur die N B S Bank Bpk., welke rente bereken moet word teen 18,25% (agtien komma twee vyf persent) per jaar vanaf 22 Februarie 1995 tot datum van finale betaling.

3. Die koper sal verplig wees om 'n deposito van 10% (tien persent) op die prys, of R400 (welke die hoogste mag wees), onmiddellik na die verkoping te betaal, en die saldo van die koopprys en rente sal, binne 14 dae vanaf datum van verkoping, betaal word of gewaarborg word deur 'n onvoorwaardelike of goedgekeurde bank en/of bouvereniging waarborg/e, betaalbaar aan die Balju en/of so 'n ander persoon/persone, soos hy mag benodig by registrasie van die eiendom op die koper se naam.

4. Die koper sal verplig wees, en sal aan die Eiser se transportbesorger/s op versoek, die volgende betaal: Die Balju se fooie vir sy optrede as afslaer; alle fooie en gelde om registrasie op die koper se naam te bewerkstellig, insluitende seëlgelde, erfbelasting en diverse soos verskuldig mag wees aan die plaaslike owerhede alvorens registrasie van die eiendom in die koper se naam sal geskied.

5. Besit en okkupering van die eiendom, onderhewig aan die regte van enige bestaande huurder, sal op die koper oorgaan vanaf datum van verkoop insluitende alle voordele, risiko en verpligtings.

Geteken te Germiston op hierdie 28ste dag van Augustus 1995.

Boela van der Merwe, Prokureur vir Eiser, Germiston. [Tel. (011) 873-8075.] (Verw. Forbes.)

Case 3423/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Maria Adriana van Niekerk,** Defendant

A sale in execution of the property described hereuner will take place on 2 October 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Third Floor, United Building, 177 President Street, Germiston:

Erf 1075, Dinwiddie Extension 3 Township, Registration Division IR, Province of Gauteng, measuring 815 (eigth hundred and fifteen) square metres, property also known as 4 Lafayette Avenue, Dinwiddie Extension 3, Germiston.

Comprising: Entrance hall, lounge, dining-room, three bedrooms, bathroom/toilet, separate toilet, kitchen, garage and servant's room.

A bond can be arranged for an approved purchaser.

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

Dated on this the 30th day of August 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorneys for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19989/KD/PT.)

Case 14491/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Jan Christoffel Frans,** Defendant

A sale in execution of the property described hereuner will take place on 2 October 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Third Floor, United Building, 177 President Street, Germiston:

Erf 528, Elsburg Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 1 027 (one thousand and twenty-seven) square metres, property also known as 17 Van der Bergh Street Elsburg Extension 1, Germiston.

Comprising: Lounge, three bedrooms, two toilets, and garage.

A bond can be arranged for an approved purchaser.

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

Dated on this the 30th day of August 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorneys for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19019/KD/PT.)

Saak 1861/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **ABSA Bank Beperk,** Ekseksieskuldeiser, en **Holdings of Hillcrest BK,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 29 Mei 1995 en 'n lasbrief vir eksekusie gedateer 12 Junie 1995 sal die volgende onroerende eiendomme voetstoots verkoop word deur die Balju vir die Landdroshof, Springs, te Vierde Straat 66, Springs, op Vrydag, 20 Oktober 1995 om 15:00:

1. Erf 866, Welgedacht, Registrasieafdeling IR, die provinsie Gauteng, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter, gehou kragtens Akte van Transport T8988/1994, geleë te Sesde Laan 49, Welgedacht; en

2. Erf 185, Welgedacht, Registrasieafdeling IR, die provinsie Gauteng, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter, gehou kragtens Akte van Transport T8988/1994, geleë te Negende Laan 78, Welgedacht.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: (1) Erf 185, Welgedacht, 'n leë erf, en (2) Erf 866, Welgedacht, 'n leë erf.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Springs, Vierde Laan 66, Springs.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni op hierdie 4de dag van September 1995.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/MH/AT1138.)

Saak 960/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans,** Eiser, en **A. S. Kwenda,** Eerste Verweerder, en **M. Kwenda,** 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 om 11:00 op 6 Oktober 1995, 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 850, Blok GG tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag 1547/90, groot 334 (drie drie vier) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord op hierdie 5de dag van September 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/299/EJ.)

Saak 8538/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk,** Eiser, en **Rautsane Jeremiah Tisane,** Eerste Verweerder, en **Mamokayi Elizabeth Tisane,** Tweede Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom om 11:00 op 29 September 1995 by Gedeelte 83, De Onderstepoort (net noord van Sasko-meule, ou Warmbadpad) deur die Balju van Wonderboom, per openbare veiling verkoop sal word:

Die voormelde onroerende goed is:

Erf 1003, Blok JJ, Soshanguve-dorpsgebied, Registrasieafdeling JR, Transvaal, grooot 590 m^2, gehou kragtens Sertifikaat van Huurpag TE72649/92.

Verbeterings: 'n Woonhuis met bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

Terme: Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprys, in kontant op die dag van die verkoping, 29 September 1995, te betaal. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs verstrek moet word binne 14 (veertien) dae na die verkoping wat nagegaan kan word by die kantore van die Balju te Wonderboom, gedurende kantoorure.

Voorwaardes: Die bovermelde eiendom sal verkoop word aan die hoogste bieder en onderhewig aan die voorwaardes vermeld in die Akte van Transport.

Die voorwaardes van verkoping sal uitgelees word deur die afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word te die kantore van die Balju.

Ross & Jacobsz, Prokureurs vir Eiser, Tweede Verdieping, R & J-gebou, Kerkstraat 421, Arcadia, 0083. (Verw. SDJ/T5/KA100.)

Case 12105/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Gough Cooper Holding (Pty) Ltd,** Plaintiff, and **Gideon Ndlovu,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale wil be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 6 October 1995 at 11:00, 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 1829, Soshanguve-BB Township, Registration Division JR, Province Pretoria–Witwatersrand–Vereeniging, in extent 178 (one hunderd and seventy eight) square metres held under Certificate of Right of Leasehold T29052/1992 subject to the conditions more full set out in the aforesaid deed of transfer and to the reservation of Mineral Rights.

The following is furnished *re* the improvements though in this respect nothing is guaranteed: Two bedrooms, bathroom, separate toilet, kitchen and livingroom.

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

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

C. B. Yeo, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. CBY/wbS749/94.)

Saak 4782/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Nabru Homes (Edms.) Bpk.,** Eerste Verweerder, en **Hendrik Jacobus Buys,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 14 April 1994 ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Pretoria-Suid, op 11 Oktober 1995 om 10:00, te Strubenstraat 142, Pretoria, verkoop:

1. Erf 2614, Wierdapark-uitbreiding 2, Pretoria, hoek van Poort- en Ermelostraat, Wierdapark-uitbreiding 2, Pretoria, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T66947/93, groot 1 222 vierkante meter.

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

Eerste Duet (onvoltooid): Twee slaapkamers, badkamer, sitkamer, eetkamer en kombuis. Sementvloere in die sitkamer en slaapkamers en teëlvloere in die kombuis, eetkamer en badkamer.

Tweede Duet (onvoltooid): Drie slaapkamers, badkamer, sitkamer, eetkamer en kombuis. Sementvloere in die sitkamer en slaapkamers en teëlvoere in die kombuis, eetkamer en badkamer. Eiendom is omhein met steenmure aan weerskante en is oop voor.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof te Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburgstad.

Geketen te Pretoria op hierdie 6de dag van September 1995.

J. B. Grimbeek, vir Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. B. Grimbeek/RP/105343.)

Case 16779/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Pillay: Harold Rodney,** First Defendant, and **Pillay: Palina Veneza,** 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., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 5 October 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 6555, in the Township of Ennerdale Extension 8, Registration Division IQ, the Province of Gauteng, in extent 338 (three hundred and-thirty-eight) square metres. Situated at 6555 Stalagmite Street, Ennerdale Extension 8.

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

Residence: Single-storey dwelling, detached, build of bricks and painted plaster, under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Boundary Fencing.

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

Dated at Johannesburg on this the 4th of September 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6854) N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging, [Tel. (016) 21-3400.]

Case 16580/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Jiyane: Keitholetse Annette,** 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, 50 Edwards Avenue, Westonaria, on 6 October 1995 at 10:00, of the undermentioned property of the Second Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 3717, in the Township of Lenasia South Extension 4, Registration Division IQ, The Province of Gauteng, in extent 572 (five hundred and seventy two) square metres, situated at 3717 Amatolas Place, Lenasia South, Extension 4.

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, 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 (fourteen) days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg at this the 4th day of September 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref D. Mccarthy/J. Soma/MN6848.)

Case 14780/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(WitWitwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Naidu, Arnajalam,** First Defendant, and **Naidu, Atpugam,** 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, 50 Edwards Avenue, Westonaria, on 6 October 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 3302, in the Township of Lenasia South Extension 7, Registration Division IQ, the Province of Gauteng, in extent 661 (six hundred and sixty-one) square metres, situated at 3302 Silicon Crescent, Lenasia South Extension.

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 and w.c. *Outbuildings:* Boundary fencing.

Terms: 10% (Ten per cent) of the purchase price in cash on the day of the 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 5th day of September 1995.

Melman & McCarthy, Plaintiff's Atttorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J Soma/MN6831.)

Case 11619/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Ludicker, John,** First Defendant, and **Constance, Ernest,** 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 5 October 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:

Portion 2 of Erf 119, in the Township of Mid-Ennerdale, Registration Division IQ, the Province of Gauteng, in extent 496 (four hundred and ninety-six) square metres, situated at 119/2 Seventh Avenue, Mid-Ennerdale.

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

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

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

Melman & McCarthy, Plaintiff's Atttorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J Soma/MN6780.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 16927/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Tshabangu, Lauraine Jabulile,** Defendant

In execution of 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 5 October 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 5891, in the Township of Ennerdale Extension 8, Registration Division IQ, the Province of Gauteng, in extent 369 (three hundred and sixty-nine) square metres, situated at 5891 Hermalite 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:* Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Atttorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J Soma/MN6858.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 13504/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Letlojane, Serake George,** First Defendant, and **Letlojane, Snowy Rosemary,** 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 5 October 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 6496, in the Township of Ennerdale Extension 8, Registration Division IQ, the Province of Gauteng, in extent 325 (three hundred and twenty-five) square metres, situated at 6496 Microline 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:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing and concrete apron.

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

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

Melman & McCarthy, Plaintiff's Atttorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J Soma/MN6826.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 17227/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mabaso, Fakasi Michael,** First Defendant, and **Mabaso, Dinah,** 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, 50 Edwards Avenue, Westonaria on 6 October 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 810, in the Township of Lawley Extension 1, Registration Division IQ, the Province of Gauteng, in extent 406 (four hundred and six) square metres, situated at 810 Kipper Crescent, Lawley Extension 1.

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:* Granolithic floors, comprising lounge, kitchen, two bedrooms, bathroom, w.c. and patio.

Outbuildings: Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg, (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6862.)

Case 15834/93

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

In the matter between **Nedcor Bank Limited,** trading *inter alia* as Nedbank, Plaintiff, and **Barry Joseph Toweel,** Defendant

In pursuance of a judgment by the Magistrate's Court, Germiston, and writ of execution dated 11 March 1994, the property listed herein will be sold in execution on Monday, 9 October 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Germiston South, Third Floor, United Building, 177 President Street, Germiston, to the highest bidder:

Erf 350, South Germiston Township, Registration Division IR, Transvaal, situated at 1 Gravett Road, Germiston, measuring 1 388 square metres.

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

Improvements: Dwelling-house consisting of dining-room, four bedrooms, two bathrooms, two toilets, laundry, sunken lounge, kitchen, outside bar and toilet and two servants' rooms. *Fence:* Precast.

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

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

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref. Mr Maddern/44902.)

Case 4746/95

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

In the matter between **Wadeville Industrial Hardware Supplies CC,** Plaintiff, and **A. G. Palmer,** trading as Ultra Unique, Defendant

In pursuance of a judgment by the Magistrate's Court, Germiston, and writ of execution dated 26 April 1995, the property listed herein will be sold in execution on Thursday, 5 October 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, to the highest bidder:

Undivided half share in Portion 3 of Erf 32, Edenvale Township, Registration Division IR, Transvaal, situated at 85 Voortrekker Road, Edenvale, measuring 991 square metres.

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

Improvements: Dwelling-house consisting of dining-room, four bedrooms, two bathrooms, garage, swimming-pool, lounge, kitchen, TV-room and carport. *Fence:* Precast.

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

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

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref. Mr Maddern/44902.)

NOTICE OF SALE IN EXECUTION (GERMISTON MAGISTRATE'S COURT)

The sale in execution is to be held at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, 247 President Street, Germiston, on Thursday, 5 October 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor.

The hereinafter mentioned property will be put up for sale, the material conditions of sale being:

1. The property shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 32 of 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case 15873/94

Judgment Debtor/s: **Graham Harry William Brownlow-Hewett** and **Linda Brownlow-Hewett.**

Property: Erf 77, Wychwood Township, Registration Division IR, the Province of Gauteng, situated at 35 Graham Road, Wychwood, Germiston.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom with outbuildings comprising garage and carport. Reference: MB0045.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent).

NOTICE OF SALE IN EXECUTION (ALBERTON MAGISTRATE'S COURT)

The sale in execution is to be held at the offices of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 4 October 1995 at 10:00.

Nedcor Bank Limited, Execution Creditor

The hereinafter mentioned property will be put up for sale, the material conditions of sale being:

1. The property shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, No. 32 of 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case 588/95.

Judgment Debtors: **Grant Roy Harvey** and **Natanje Harvey.**

Property: A unit consisting of:

(a) Section 8 as shown and more fully described on Sectional Plan SS186/1993 in the scheme known as Fanieskraal in respect of the land and building or buildings, situated at Alberton Township, in the area of the Alberton Local Authority, of which the floor area, according to the said sectional plan is 69 (sixty-nine) 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 Section 8, Faieskraal, Charl Cilliers Street, Alberton.

Improvements: A brick built residence under tiled roof comprising six rooms other than kitchen and two bathrooms with outbuildings comprising two garages.

Reference: MH0040.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

Case 8332/94
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff and **Thirty Nine Gleneagles CC,** First Defendant and **Morris, Lawrence Simon,** 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 5 October 1995 at 10:00, at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 522, Greenside Township, Registration Division IR, Transvaal, held under Deed of Transfer T2449/90, situated at 39 Gleneagles Road, Greenside.

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

Improvements: Single storey dwelling, corrugated iron roof, walls brick, lounge, dining-room, kitchen, pantry, entrance hall, four bedrooms, bathroom and toilet. *Outbuildings:* Single garage, two servants' quarters, toilet, paved and swimming-pool.

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

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, 13 Marshall Street, Johannesburg.

Dated at Johannesburg on this the 21st day of July 1995.

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

Case 5493/95
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Jacobs, Sharifa Reyhana,** First Defendant, and **Bhima, Gabiba,** 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 5 October 1995 at 10:00, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 8133, Eldorado Park Extension 9 Township, Registration Division IQ, Transvaal, held under Deed of Transfer T52121/94, situated at 12 Essop Street, Eldorado Park Extension 9.

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

Improvements: Single storey dwelling, walls brick and plaster, roof tiled, floors carpet and tiles, lounge, kitchens, two bedrooms, bathroom and w.c.

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

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, Johannesburg South, 100 Sheffield Street, Turffontein.

Dated at Johannesburg on this the 18th day of August 1995.

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

Case 8445/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Fanyana Ben Maduma,** 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 office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 6 October 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 and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 688, Soshanguve L, Registration Division JR, Gauteng, in extent 594 (five hundred and ninety-five) square metres, held by Deed of Transfer T49144/1992.

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

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

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

Dated at Pretoria this 28th day of August 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S513/94.)

Case 18544/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Van Heerden, Shaun,** First Defendant, and **Leach, Vanessa Ann,** 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 6 October 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 may be inspected at the office of the Sheriff, prior to the sale:

Certain:

1. An unit consisting of section 67 as shown and more fully described on the Sectional Plan SS179/1994 in the scheme known as Flora Villas in respect of the land and building or buildings situated at Florida Township Local Authority, Greater Johannesburg Transitional Metropolitan Council of which section the floor area, according to the said sectional plan 79 (seventy-nine) square metres, and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situation: 67 Flora Villas, Hull Street, Florida.

Improvements: (Not guaranteed): Two bedrooms, bathroom and two other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest of 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) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4825E/mgh/tf.)

Case 18543/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Popat, Sabir Ahmad,** 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, Germiston North, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 5 October 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, prior to the sale:

Certain: Erf 42, Hurlyvale Township, Registration Division IR, Transvaal, situation 28 St Paul Road, Hurlyvale, Edenvale, area 991 (nine hundred and ninety-one) square metres.

Improvements: (Not guaranteed): Four bedrooms, two and a half bathrooms and seven other rooms.

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

Dated at Johannesburg on this the 22nd day of August 1995.

Maisels Smit & Lowndes Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4843E/mgh/tf.)

Case 18537/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Cordiner, Dulcie Elizabeth,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg North, at 131 Marshall Street, Johannesburg, on Thursday, 5 October 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, prior to the sale:

Certain: Remaining extent of Portion 1 of Lot 27, Norwood Township, Registration Division IR, Transvaal, situation 83 Ivy Road, Norwood, Johannesburg, area 495 (four hundred and ninety-five) square metres.

Improvements: (Not guaranteed): Three bedrooms, two bathrooms and three other rooms.

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

Dated at Johannesburg on this the 22nd day of August 1995.

Maisels Smit & Lowndes Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4846E/mgh/tf.)

Case 17959/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thompson, Robert Steven,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 5 October 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, prior to the sale:

Certain: Erf 33, Risana Township, Registration Division IQ, Transvaal, situation 294 Southrand Road, Risana, Johannesburg, area 1 420 (one thousand four hundred and twenty) square metres.

Improvements: (Not guaranteed): Four bedrooms, three bathrooms and four other rooms.

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

Dated at Johannesburg on this the 21st day of August 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4787E/mgh/tf.)

Case 17960/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bothma, Nicolaas Johannes,** First Defendant, and **Esterhuizen, Julie-Anne Hester,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Watersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 5 October 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 may be inspected at the office of the Sheriff, prior to the sale:

Certain: Portion 30 of Erf 710, Elandspark Township, Registration Division IR, Transvaal, situated at 51 Watermeyer Road, Elandspark, area 654 (six hundred and fifty-four) square metres.

Improvements: (Not guaranteed): Three bedrooms, bathroom and three other rooms.

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

Dated at Johannesburg on this the 18th day of August 1995.

Mailsels Smit & Lowndes Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4789E/mgh/tf.)

Case 17957/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Toach, Cecil Ernest,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Watersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 5 October 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, prior to the sale:

Certain: Erf 162, Mulbarton Township, Registration Division IR, Transvaal, situated at 6 Thaxted Avenue, Mulbarton, area 1 086 (one thousand and eighty-six) square metres.

Improvements: (Not guaranteed): Three bedrooms, two bathrooms and five other rooms.

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

Dated at Johannesburg on this the 17th day of August 1995.

Maisels Smit & Lowndes Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4772E/mgh/tf.)

Case 18106/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Korff, Christiaan Hermanus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 5 October 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, prior to the sale:

Certain:

(1) A unit consisting of Section 2 as shown and more fully described on Sectional Plan SS152/1993 in the scheme known as Rentia Hof, in respect of the building or buildings situated at Regents Park Estate Township, in the area of Johannesburg Local Authority, of which the floor area, according to the said sectional plan is 79 (seventy-nine) square metres in extent; and

(2) 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.

(3) An exclusive use area described as Parking marked P3, measuring 12 (twelve) square metres, being part of the common property, comprising the land and the scheme known as Rentia Hof in respect of the land and building or buildings situated at Regents Park Estate Township, in the area of the Johannesburg Local Authority, as shown and more fully described on Sectional Plan SS152/1993, situated at 2 Rentia Hof, 49 Edward Street, Regents Park.

Improvements: (Not guaranteed): Bedroom, bathroom and two other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest of 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 date of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4790E/mgh/tf.)

Case 17958/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Pather, Muhammed Shafiek,** First Defendant, and **Khan, Syda,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Watersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 5 October 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 may be inspected at the office of the Sheriff, prior to the sale:

Certain: Erf 6132, Lenasia Extension 5 Township, Registration Division IQ, Transvaal, situated at 7 Marmer Street, Lenasia Extension 5, area 349 (three hundred and forty-nine) square metres.

Improvements: (Not guaranteed): Five bedrooms, three bathrooms and five other rooms.

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

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

Mailsels Smit & Lowndes Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4791E/mgh/tf.)

Case 18104/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Da Gama, Victor,** First Defendant, and **Da Gama, Faith Mabel,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West, at 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 2434, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, situated at 37 Shortmarket Street, Newlands, Johannesburg, area 342 (three hundred and forty-two) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom and four other rooms.

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

Dated at Johannesburg on this the 21st day of August 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4841E/mgh/tf.)

Case 18390/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Van der Walt, Louis John,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: 1. A unit consisting of Section 16, as shown and more fully described on Sectional Plan SS183/1992, in the scheme known as Fraserberg, in respect of the land and building or buildings situated at Kenilworth Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan, is 56 (fifty-six) square metres in extent, and

2. 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.

3. An exclusive use area described as Parking 1, measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and the scheme known as Fraserberg, in respect of the land and building or buildings situated at Kenilworth Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, as shown and more fully described on Sectional Plan SS183/1992, situated at Flat 202, Fraserberg, 134 Fraser Street, Kenilworth.

Improvements (not guaranteed): Bedroom, bathroom, kitchen, two other rooms and parking bay.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4781E/mgh/tf.)

Case 14297/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **May, Colin Anthony Stanley,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia North), at 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 147, Eldoradopark Township, Registration Division IQ, Transvaal, situated at 1 Kwarts Avenue, Eldoradopark, Johannesburg, area 377 (three hundred and seventy-seven) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen and lounge.

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

Dated at Johannesburg on this the 25th day of August 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5030E/mgh/tf.)

Case 18111/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Grobler, Stephanus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 6 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Portion 2 of Erf 1201, Wilropark Extension 5 Township, Registration Division IQ, Transvaal, situated at Unit 2, The Views, Blende Street, Wilropark Extension 5, area 399 (three hundred and ninety-nine) square metres.

Improvements (not guaranteed): Three bedrooms and two bathrooms.

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

Dated at Johannesburg on this the 21st day of August 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4757E/mgh/tf.)

Case 17987/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Toerien, Estelle,** 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 6 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: 1. A unit consisting of Section 25, as shown and more fully described on Sectional Plan SS94/1989, in the scheme known as Florida Cabanas, in respect of the land and building or buildings situated at Florida Township, in the local authority of Roodepoort, of which the floor area, according to the said sectional plan 70 (seventy) square metres in extent, and

2. 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.

3. An exclusive use area described as Balcony B25, measuring 12 (twelve) square metres, being part of the common property, comprising the land and scheme known as Florida Cabanas, situated at Florida Cabanas, situated at Florida Township, in the local authority of Roodepoort, as shown and more fully described on Sectional Plan SS94/1989, situated at 25 Florida Cabanas, Second Avenue, Florida.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge/dining-room and carport.

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

Dated at Johannesburg on this the 29th day of August 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4758E/mgh/tf.)

Saak 83/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Dash Investments BK,** handeldrywende as Dash Sand & Building Materials, Eiser, en **Du Toit, L. M.,** handeldrywende as Du Toit's Builders, Eerste Verweerder, en **M. E. Jansen van Vuuren,** Tweede Verweerder

Kennis geskied hiermee dat daar ten gevolge van 'n vonnis deur die Landdroshof, Roodepoort, ingevolge 'n lasbrief vir eksekusie uitgereik op 6 Desember 1995, die onderstaande eiendom, te wete:

Eiendom: Erf 1684, ligging Roodekrans, Roodepoort, grootte 1 439 (eenduisend vierhonderd nege-en-dertig) vierkante meter.

Verbeterings: Drieslaapkamerwoonhuis met sitkamer, studeerkamer, eetkamer, gesinskamer, twee badkamers, gang, kombuis, bediende kamers en dubbelmotorhuis.

Sonering: Woonhuis.

In eksekusie verkoop sal word op 6 Oktober 1995 om 10:00, deur die Balju, te Progressweg 182, Lindhaven, Roodepoort.

Voorwaardes van verkoping:

1. Die eiendom sal aan die verkoper verkoop word, vir die bedrag deur die hoogste bieër aan die balju aanvaar, onderhewig aan die bepalings van Artikel 66 (2) van die Landdroshofwet en die voorwaardes van verkoping.

2. 'n Substansiële bougenootskapslening kan opgeneem word deur 'n goedgekeurde koper, en goedgekeurde eiendom volgens algehele diskresie van die vonnisskuldeiser.

3. Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) plus verkoopskommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n bank-, bougenootskap- of ander aanvaarbare waarborg binne 21 dae na datum van verkoping.

4. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, munisipale belastings wat agterstallig is en regskoste mag insluit, asook die prokureurs, balju en/of die afslaer se koste verbonde aan die verkoping.

5. Die eiendom word voetstoots verkoop onderhewig aan die titelvoorwaardes, servitute dorpsaanlegskemas, en geen waarborg word gegee ten aansien van die grootte en patente of verborge gebreke, uitwinning, die korrektheid van die beskrywing van die eiendom, die verbeterings daarop of sonering daarvan nie.

6. Indien die koper sou nalaat om enige van die voorwaardes van verkoping na te kom sal die koop verval en sal hy aanspreeklik wees vir verspilde koste en skade.

7. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Roodepoort, om gelees te word onmiddellik voor die verkoping.

Gedateer te Roodepoort op hede die 6de dag van September 1995.

Wynand du Plessis, Rexstraat 30, Roodepoort. (Tel. 760-1058/9.) (Verw. ID1244/sva.)

Saak 42844/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited,** Eiser, en **Roland Charles Hodoul,** Verweerder, en **Wilhelmina Paulina Hodoul,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 15 Augustus 1995, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Sentraal, te NG Sinodale Sentrum, Visagiestraat 234, aan die hoogste bieer op 31 Oktober 1995 om 10:00:

Gedeelte 1 van Erf 750, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Provinsie Gauteng, groot 996 (negehonderd ses-en-negentig) vierkante meter (beter bekend as 797 24ste Laan, Rietfontein).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis met drie slaapkamers, een en 'n half badkamer, stort, TV-kamer, sitkamer, eetkamer, kombuis, opwaseenheid, dubbelmotorhuis met swembad, alarmstelsel, boorgate, braai en lapa.

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

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

Geteken te Pretoria op hierdie 6de dag van September 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58019.)

Case 20656/93
PH 141

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Fedlife Assurance Limited,** Plaintiff, and **Freddie Desmond Lottering,** Defendant

Pursuant to a judgment of the above Honourable Court, dated 30 November 1993, and a warrant of execution for immovable property, dated 19 January 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder, on 2 October 1995 at 10:00, at 25 Novic Street, Niensfontein, Kuils River:

Certain Erf 8134, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, situated at 25 Novic Street, Niensfontein, Kuils River.

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

Improvements: A single-storey dwelling consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms and one and a half bathroom.

Outbuildings: Garage.

Area: 670 square metres.

Property's held: Under Deed of Transfer T46452/88.

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

Dated at Johannesburg on this the 22nd day of August 1995.

R. Reichman-Israelsohn, for Israelsohn-Friedman, Plaintiff's Attorneys, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) [Ref. F(1350/Coll/PM/LB).]

Case 1958/95

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Zenobia Esme Wrigth,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated on 17 May 1995, the following property will be sold in execution on Wednesday, 4 October 1995 at 10:00 at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, namely:

Holding 70, Marabeth Agricultural Holdings, Registration Division IQ, the Province of Gauteng, in extent 1,7131 (one comma seven one three one) hectares, held by Deed of Transfer T4803/92, known as Holding 70, Marabeth Agricultural Holdings.

Upon which is erected a private dwelling constructed of plaster with corrugated iron roof comprising of kitchen, scullery, two lounges, dining-room, family room, five bedrooms, two bathrooms, two showers and two toilets. A double garage, carport, twenty-six staff quarters and three storerooms. The property has two boreholes, swimming-pool and a lapa.

No guarantee is however given in respect of the foregoing description.

Terms:

R5 000 cash or a bank-guaranteed cheque in favour of the Sheriff, at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaer to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the undermentioned office of the Plaintiff's attorney.

The Plaintiff is willing to consider granting a bond to an approved purchaser.

Phillips & Osmond, Plaintiff's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp.

Saak 12673/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Hendrina Maria Botha,** Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 3 Augutus 1995, ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Randfontein, op 6 Oktober 1995 om 10:00, te Parkstraat 40, Randfontein, verkoop:

Sekere: Erf 779, Finsbury-dorpsgebied, Registrasieafdeling IQ, Transvaal, beter bekend as Stormbergweg 33, Finsbury, groot 882 (agthonderd twee-en-tagtig) vierkante meter.

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

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige staturêre 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 40, Randfontein.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0554).]

Saak 11631/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Pieter Fourie,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 20 Julie 1995, ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Krugersdorp, op 4 Oktober 1995 om 10:00, te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop:

Sekere: Deel 19, soos getoon en vollediger beskryf op Deelplan SS97/1982 in die skema bekend as Andrietta Court met straatadres bekend as Andrietta Hof 19, Mindalore, Krugersdorp, groot 59 (nege-en-vyftig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit 1½ slaapkamers, sit/eetkamer, kombuis en badkamer.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige staturêre 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 Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0543).]

Saak 2668/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eeiser, en **Mohlaba Thomas Maluleke,** 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 van die Balju, Alberton, op 3 Oktober 1995 om 10:00, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, verkoop:

Sekere alle reg, titel en belang in die huurpag ten opsigte van perseel 1512, Othandweni-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 302 (driehonderd en-twee) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n kombuis, sitkamer, badkamer, toilet en twee slaap kamers.

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 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 Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN(FF0243).]

Saak 12676/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Vallentine Blackburn,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 25 Julie 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Alberton, op 3 Oktober 1995 om 10:00, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, verkoop:

Sekere Gedeelte 1 van Erf 349, Alberton-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Vierde Laan 7, Alberton-Noord, groot 496 (vier honderd ses-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, drie slaapkamers, toilet, badkamer, kombuis, buitekamer, motorhuis en 'n swembad.

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.

Bogemelde 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 Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN(0560).]

Saak 11690/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **David Johan Botes,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 20 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Boksburg, op 6 Oktober 1995 om 11:15, te Leeuwpoortstraat 182, Boksburg, verkoop:

Sekere Erf 303, Boksburg North-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Derde Straat 56, Boksburg-Noord, groot 743 (sewe honderd drie-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n kombuis, sitkamer, eetkamer, drie slaapkamers, badkamer, toilet, motorhuis, bediende kamer, buite toilet en twee motor afdakke.

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 Leeuwpoortstraat 182, Boksburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF0531).]

Saak 21073/93
PJB/hs

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Vito Narbonese (Pty) Ltd,** Eerste Verweerder, en **Vito Narbonese,** Tweede Verweerder, en **Johanna Francina Magdalena Narbonese,** Derde Verweerder

'n Verkoping word gehou te Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, op 11 Oktober 1995 om 10:00, van:

(a) Gedeelte 6 van Erf 316, Nieuw Muckleneuk-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1001 vierkante meter, gehou kragtens Akte van Transport 22757/91.

Verbeter met 'n vyfslaapkamerwoonhuis (hoofslaapkamer met en suite badkamer), ingangsportaal, goed toegeruste kombuis met opwasplek, dubbel motorhuis, bediende kwartiere met fasiliteite. Onderverdeelbare erf.

(b) Resterende gedeelte van Erf 316, geleë in die dorpsgebied, Nieu Muckleneuk, Registrasieafdeling JR, Transvaal, groot 1557 vierkante meter, gehou kragtens Akte van Transport T31758/1978.

Onderverdeelbare erf met twee woonhuise op, naamlik:

(1) Woonhuis soos beskryf in (a) hierbo, maar met addisionele familiekamer en studeerkamer.

(2) Woonhuis soos beskryf in (a) hierbo, maar met vier slaapkamers, familiekamer plus woonstel wat bestaan uit sitkamer, slaapkamer, badkamer, kombuis en bediende kwartiere.

Alle woonhuise modern, argitek ontwerpte dubbel verdieping huise, naby stadsentrum en geriewe. Geplaas vir private ommuurde tuine met goeie sekuriteit en privaatheid.

Besonderhede van die eiendomme hierbo verstrek, word nie gewaarborg nie.

Besigtig voorwaardes by Balju, Pretoria-Oos, Strubenstraat 142, Pretoria. (Tel. 326-2305).

P. J. Botha, Tim du Toit & Kie Ingelyf, (Tel. 320-6753.) (Verw. Both/hs.)

Saak 2447/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Petrus Andreas van Zyl,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Rustenburg, by die Landdroskantoor te hoek van van Staden- en Klopperstraat, Rustenburg, op 6 Oktober 1995 om 10:00 van:

Gedeelte 7 van Erf 1315, geleë in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 1 282 vierkante meter, gehou kragtens Akte van Transport T48236/1989, beter bekend as Krugerstraat 179A, Rustenburg.

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

Verbeterings: 'n Klinkersteen-woonhuis met teëldak, volvloermatte, novilon- en teëlvloere, bestaande uit woonkamer, eetkamer, kombuis, drie slaapkamers, buite-slaapkamer en twee badkamers. *Buitegeboue:* Dubbelmotorhuis, toilet en buitekamer wat in kantoor omskep is. *Ander:* Groot braai area onder asbesdak. Die eiendom is omhein met betonmure.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by die Balju, Rustenburg, Tweede Verdieping, Bibliogebou, hoek van Van Staden- en Smitstraat, Rustenburg.

Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. mnr. Beukes/avg.)

Saak 3294/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eksekusieskuldeiser, en
J. L. Kruger, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 20 Julie 1995 sal hierdie ondervermelde eiendom geregtelik verkoop word op 29 September 1995 om 11:00 voor die Landdroskantoor, Klopperstraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, naamlik:

Sekere: Gedeelte 2 van Erf 137, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 1 039 (eenduisend en nege-en-dertig) vierkante meter, gehou kragtens Transport 40897/1981.

Onderhewig aan al sodanige voorwaardes as wat in die gemelde akte vermeld staan of na verwys word.

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

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

Geteken te Rustenburg op hierdie 6de dag van September 1995.

Breytenbach, Prinsloo Ingelyf, Breytenbach Prinsloo-gebou, Burgerstraat 122, Posbus 75, Rustenburg. (Verw. mnr. Prinsloo/LS/TK9.)

Case 26851/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. LTD,** Execution Creditor, and
2/79 Kelvin CC No. CK90/07542/23, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Lochner Park, Block D, First Floor, corner of Suttie Street and Richards Drive, Halfway House, on 11 October 1995 at 14:30 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, at Lochner Park, Block D, First Floor, corner of Suttie Street and Richards Drive, Halfway House, prior to the sale:

Certain: Portion 2 of Erf 79, situated in the Township of Kelvin, Registration Division IR, Transvaal, being 5 Northway Street, Kelvin, Sandton, measuring 2 008 (two thousand and eight) square metres.

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/T.175.)

Case 13638/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. LTD,** Execution Creditor, and **Mahlango, Nomoya Florence,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 12 October 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 9432, situated in the Township of Pimville Zone 6, Registration Division IQ, Transvaal, being 9432 Pimville Zone 6, Soweto, Johannesburg, measuring 316 (three hundred and sixteen) square metres.

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1141.)

Case 15975/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Leo, Irvin Conrad,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 12 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 744, situated in the Township of Kempton Park Extension 2, Registration Division I.R. Transvaal, being 120 Swart Street, Kempton Park Extension 2, measuring 1 112 (one thousand one hundred and twelve) square metres.

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

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

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

Dated at Johannesburg this 4th day of September 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/L279.)

Case 19138/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Shange, Bosisiwe Mavis,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 12 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 2424, situated in the Township of Jabulani, Registration Division IQ, Transvaal, being 2424 Jabulani, Johannesburg, measuring 169 (one hundred and sixty-nine) square metres.

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

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

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

Dated at Johannesburg this 4th day of September 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S.585.)

Saak 5350/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk** (Reg. No. 05/01225/06), Eiser, en **Antonie Johannes Marx,** Eerste Verweerder, en **Karin Marx,** Tweede Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 2 Augustus 1995 sal hierdie ondervermelde eiendom geregtelik verkoop word op 6 Oktober 1995 om 10:00, te die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, aan die persoon wat die hoogste aanbod maak, nl.:

Eenheid 6, Dorothy Hof, Ruthstraat, Florida-dorpsgebied, Roodepoort Plaaslike Afdeling, groot 67 (ses sewe) vierkante meter, gehou kragtens T7464/94, bekend as Dorothy Hof 6, Ruthstraat, Florida.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Sinkdak eenheid bestaande uit, sitkamer, badkamer, slaapkamer, gang, kombuis en enkelmotorhuis.

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word en moet die koper 'n deposito van 10% (tien persent) op die dag van verkoping betaal en waarborge vir die balans binne 30 dae lewer, betaalbaar teen datum van oordrag. Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju.

Gedateer te Roodepoort hierdie 4de dag van September 1995.

Herman van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Tel. 760/1645/6.) (Verw. mev. Erasmus/50511.)

Saak 22070/93

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

In die saak tussen **Standard Bank van SA Beperk** (Reg. No. 62/00738/06), Eiser, en **Albertus Jacobus Bezuidenhout,** Eerste Verweerder, en **Emmerentia Bezuidenhout,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 13 Oktober 1995 om 09:00, deur die Balju vir die Hooggeregshof, Nigel, gehou te die Landdroskantore, Kerkstraat, Nigel, aan die hoogste bieder:

Erf 754, in die dorp Ferryvale, Registrasieafdeling IR, provinsie Gauteng, groot 1 052 vierkante meter, gehou kragtens Akte van Transport T109358/92.

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

Straatadres: Beverleylaan 59, Ferryvale, Nigel.

Verbeterings: Woonhuis met teëldak, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, garage, motorafdak, buite toiletgeriewe, buite waskamer, sementplaveisel en voorafvervaardigde omheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (ten per sent) van die koopprys in kontant betaalbaar onmiddelik 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, Nigel, te die Landdroskantoor, Kerkstraat 69, Nigel.

Gedateer te Pretoria hierdie 7de dag van September 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9279/93/BVDM.)

Case 5532/95
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 **Nkosi, Velaphi Enoch,** First Defendant, and **Nkosi, Wilhelminah,** 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, Vereeniging, c/o De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 5 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 5761, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, measuring 312 (three hundred and twelve) square metres, held under Deed of Transfer T50604/1994, and situated at Lot 5761, Hermatite Crescent, Ennerdale Extension 8, 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, and tiled roof, consisting of a lounge, kitchen, two bedrooms, bathroom, w.c. 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 fourteen (14) 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.] (Ref. N. C. H. Bouwman.)

Dated at Johannesburg on this 30th day of August 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/N85634.)

Case 13611/95
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 **Radebe, Elfas November,** First Defendant, and **Mbambo, Thembisile Prudence,** 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, Vereeniging, c/o De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 5 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 5552, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, measuring 338 (three hundred and thirty-eight) square metres, held under Deed of Transfer T14142/1994, and situated at 5552 Zirconium Street Ennerdale Extension 8, 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, and tiled roof, consisting of a lounge, kitchen, three bedrooms, bathroom, w.c. 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 19,25% (nineteen 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 fourteen (14) 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.] (Ref. N. C. H. Bouwman.)

Dated at Johannesburg on this 28th day of August 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/N86341.)

Case 15553/95
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 **Lebethe, Sello Sydney,** First Defendant, and **Mogale, Ntina 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 at the offices of the Sheriff of the Supreme Court, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 6 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 1462, Lawley Extension 1 Township, Registration Division IQ, Transvaal, measuring 427 (four hundred and twenty-seven) square metres, held under Deed of Transfer T24547/1994 and situated at 1462 Menhaden Place, Lawley Extension 1, zoned residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this resect nothing is guaranteed: A single storey residential building of brick walls, and tiled roof, consisting of a lounge, kitchen, three bedrooms, bathroom and w.c. 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 19,25% (nineteen 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 fourteen (14) 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, 50 Edwards Avenue, Westonaria.

Dated at Johannesburg on this 24th day of August 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/N86493.)

Case 13733/95
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 **Mothibe, John,** First Defendant, and **Mothibe, Ethel,** 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 of the Supreme Court, Vereeniging, c/o De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 5 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 5974, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, measuring 350 (three hundred and fifty) square metres, held under Deed of Transfer T6352/1994, and situated at 5974 Pyrrhotite Crescent, Ennerdale Extension 8, 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, and tiled roof, consisting of a lounge, kitchen, three bedrooms, bathroom, w.c. 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 19,25% (nineteen 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 fourteen (14) 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.] (Ref. N. C. H. Bouwman.)

Dated at Johannesburg on this 24th day of August 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/N86346.)

Case 13732/95
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 **Hoosen, Muhammad Iqbal Mahomed,** First Defendant, and **Hoosen, Amina Bibi Mahomed,** 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, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 6 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 852, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 400 (four hundred) square metres, held under Deed of Transfer T37381/1993, and situated at 852 Ivy Street, Lenasia South Extension 1, 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, and tiled roof, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom, w.c.

Outbuildings consist of a garage. The boundary has concrete walls.

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 19,25% (nineteen 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 fourteen (14) 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 offices of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria.

Dated at Johannesburg on this 24th day of August 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/N86344.)

Case 6841/94

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

In the matter between **The Body Corporate Delphi Sectional Title Complex,** Judgment Creditor, and **Mrs A. M. Janson,** Judgment Debtor

On 4 October 1995 at 11:00, the undermentioned property will be sold in execution at the Magistrate's Court, c/o Harper and Tom Jones Street, Benoni, to the highest bidder:

Certain Scheme 150/92 Unit 105, Delphi, Registration Division IR, the Province of Gauteng, measuring 65 square metres, Deed of Transfer ST53571/1993, situated at 44 Howard Avenue, Benoni.

Improvements: Kitchen, dining-room and living room, bedroom, bathroom, balcony and built-in-cupboards.

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

2. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the offices of the Sheriff of the Magistrate's Court, Benoni, Room 12, Liverpool Park, Liverpool Road, Benoni South.

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

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

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

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

7. Failing compliance with the provisions of the conditions of sale the Execution Creditor shall be entitled to cancel the sale on written notice to the effect and the purchaser shall forfeit for the benefit of the Execution Creditor the deposit referred to in paragraph 3 above without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

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

F. J. Smuts, 74 Cranbourne Avenue, Benoni. (Tel. 421-5951.) (Ref. L. Ryan/G138.)

Case 7047/95

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **Dintshiwa Joel Thobejane,** Defendant

In pursuance of a judgment granted on 21 August 1995 in the above-mentioned Honourable Court, and warrant of execution dated 10 August 1995, the following property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, on 6 October 1995 at 11:15:

Certain Erf 879, Mabuya Park, Vosloorus, Boksburg, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, known as 879 Mabuya Park, Vosloorus, Boksburg.

Description: Dwelling and outbuildings. Improvements are not guaranteed.

Terms: 10% (ten per centum) of the purchase price, plus Sheriff's commission of 5% (five per centum) of the proceeds of the sale to a price of R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 and a minimum of R200 must be paid to the Sheriff of the Court in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale, may be inspected at their offices at 182 Leeuwpoort Street, Boksburg.

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

P. W. Möller, for Möller, Venter & Associates, Attorney for Plaintiff, First Floor, Dominium Building, 314A Commissioner Street, Boksburg. (Tel. 917-9863/4.) (Ref. Mrs Buchanan.)

Case 17021/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Msimanga, John Fani,** First Defendant, and **Msimanga, Jeanette,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 5 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9457, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred eighty-seven) square metres, situated at Erf 9457, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, lounge, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 22nd day of August 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. M22458/PC.)

Case 5397/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kau, Stephen,** First Defendant, and **Shaweni Eugenia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 5 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9583, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9583, Etwatwa Extension 15 Township, Benoni.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 23rd day of August 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. K22408/PC.)

Case 13891/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Division** (United Bank Division), Plaintiff, and **Kitching, Siegfried,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 5 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

A unit consisting of:

(a) Section 15, as shown and more fully described on Sectional Plan SS19/1979, in the scheme known as Xanadu, in respect of the land and building or buildings situated at Yeoville Township, Local Authority Johannesburg of which the floor area according to the said sectional plan is 87 (eight-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer T27982/1993, situated at Flat 14A, Xanadu, corner of Cavedish and Webb Streets, Yeoville.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 24th day of August 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. K60158/AB.)

Case 9681/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Mahlambi, Albert Strike,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 5 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 222, Dube Township, Registration Division IQ, Transvaal, measuring 418 (four hundred and eighteen) square metres, situated at Erf 222, Dube Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and shower. *Outbuilding:* Garage, two rooms and outside toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 25th day of August 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. F22497/FC.)

Saak 17704/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Andrè, Colin Anthony,** Eerste Verweerder, en **Andrè, Sarah Jane,** Tweede Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 6 Oktober 1995 om 10:00, verkoop word deur die Balju te verkooplokaal van die Balju, Progressweg 182, Technikon, distrik Roodepoort, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 620, Little Falls-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 036 vierkante meter, ook bekend as Bovenstraat 1053, Little Falls-uitbreiding 1).

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis met sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang en kombuis.

Datum: 6 September 1995.

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

Case 4454/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Albertus Martinus Prinsloo,** Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord, on Friday, 6 October 1995 at 11:00, of:

Section 44, as shown on Sectional Plan SS3/94, in the building Ilsepark, situated at Erf 1622, in the Town The Orchards Extension 11, Local Authority City Council of Akasia, measuring 62 square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST35165/94 dated 20 May 1994.

Known as Flat 44, Ilsepark, 201 Hulton Avenue, The Orchards Extension 11.

Particulars are not guaranteed.

Two-bedroomed flat with lounge, dining-room, kitchen, bathroom and carport.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-443616/JAA/J. S. Herbst.)

Case 4320/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Johannes Nicolaas Redelinghuys,** First Defendant, and **Marilize Renett Redelinghuys,** Second Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord, on Friday, 6 October 1995 at 11:00:

Erf 1027, in the Township of The Orchards Extension 11, Registration Division JR, Transvaal, measuring 870 square metres, known as 13 Smithers Street, The Orchards Extension 11.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, two bathrooms (bath/toilet and bath/toilet/shower), two garages, two carports and outside toilet.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-443617/JAA/M. Oliphant.)

Case 1328/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HIGHVELD RIDGE HELD AT EVANDER

In the matter between **First National Bank Limited,** Plaintiff, and **Philip Matthys Otto,** First Defendant, and **Gerda Otto,** Second Defendant

In pursuance of a judgment dated 5 July 1995, in the above Honourable Court, the following property will be sold in exectuion on 4 October 1995 at 12:00, at the Sheriff of the Court's Office, 21 Cornell Road, Evander, to the highest bidder, viz:

Erf 7086, Secunda Extension 22 Township, Registration Division IS, Transvaal, measuring 1 000 (one thousand) square metres, held by Deed of Transfer T62170/91.

Terms: A cash deposit of ten per centum (10%) of the purchase price at the time of sale, and the balance against the transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within 21 (twenty-one) days after the date of sale, as well as 4% (four per cent) auctioneering commission, payable on confirmation of the bid.

The conditions of sale may be examined during office hours at the office of the Sheriff of the Court, 21 Cornell Road, Evander.

Signed at Secunda.

M. de Swardt, for Streicher—De Swardt, Second Floor, Room 5, Basnic Centre, Secunda. (Ref. Mrs De Swardt.)

Saak 1328/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank Beperk,** Eiser, en **Philip Matthys Otto,** Eerste Verweerder, en **Gerda Otto,** Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 5 Julie 1995, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op 4 Oktober 1995 om 12:00, aan die hoogste bieder, naamlik:

Erf 7086, Secunda-uitbreiding 22-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T62170/91.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekereer te word deur 'n goedgekeurde bank of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda.

M. de Swardt, vir Streicher—De Swardt, Perseel 5, Tweede Verdieping, Basnicgebou; Posbus 4077, Secunda. (Verw. mev. De Swardt.)

Saak 1996/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank Beperk,** Eiser, en **Pieter Carel Nienaber,** Eerste Verweerder, en **Hester Magdalena Nienaber,** Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 15 Augustus 1995, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op 4 Oktober 1995 om 12:00, aan die hoogste bieder, naamlik:

Erf 2756, Secunda-uitbreiding 6-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 124 vierkante meter, gehou kragtens Akte van Transport T22660/88.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekereer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander besigtig word.

Geteken te Secunda op 4 September 1995.

M. de Swardt, vir Streicher-De Swart, Perseel 5, Tweede Verdieping, Basnic-gebou, Posbus 4077, Secunda. (Verw. mev. De Swardt.)

Case 1996/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HIGHVELD RIDGE HELD AT EVANDER

In the matter between **First National Bank Limited,** Plaintiff, and **Pieter Carel Nienaber,** First Defendant, and **Hester Magdalena Nienaber,** Second Defendant

In pursuance of a judgment dated 15 August 1995, in the above Honourable Court, the following property will be sold in execution on 4 October 1995 at 12:00, at the Sheriff of the Court's Office, 21 Cornell Road, Evander, to the highest bidder, viz:

Erf 2756, Secunda Extension 6 Township, Registration Division IS, Transvaal, measuring 1 124 square metres, held by Deed of Transfer T22660/88.

Terms: A cash deposit of 10% (ten per centum) of the purchase price at the time of sale, and the balance against the transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within 21 (twenty-one) days after the date of sale, as well as 4% (four per centum) auctioneering commission, payable on confirmation of the bid.

The conditions of sale may be examined during office hours at the office of the Sheriff of the Court, 21 Cornell Road, Evander.

Signed at Secunda on the 4th day of September 1995.

M. de Swardt, for Streicher-De Swardt, Room 5, Second Floor, Basnic Centre, Secunda. (Ref. Mrs De Swardt.)

Saak 1964/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank Beperk,** Eiser, en **Nicolaas Francois Stroebel,** Eerste Verweerder, en **Johanna Maria Magdalena Stroebel,** Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 14 Julie 1995, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op 4 Oktober 1995 om 12:00, aan die hoogste bieder, naamlik:

Erf 5978, Secunda-uitbreiding 17-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 937 (negehonderd sewe-en-dertig) vierkante meter, gehou kragtens Akte van Transport T1217/88.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekereer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander besigtig word.

Geteken te Secunda.

M. de Swardt, vir Streicher-De Swart, Perseel 5, Tweede Verdieping, Basnic Gebou, Posbus 4077, Secunda. (Verw. Mev. De Swardt.)

Case 1964/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HIGHVELD RIDGE HELD AT EVANDER

In the matter between **First National Bank Limited,** Plaintiff, and **Nicolaas Francois Stroebel,** First Defendant, and **Johanna Maria Magdalena Stroebel,** Second Defendant

In pursuance of a judgment dated 14 July 1995, in the above Honourable Court, the following property will be sold in execution on 4 October 1995 at 12:00, at the Sheriff of the Court's Office, 21 Cornell Road, Evander, to the highest bidder, viz:

Erf 5978, Secunda Extension 17 Township, Registration Division IS, Transvaal, measuring 937 (nine hundred and thirty-seven) square metres, held by Deed of Transfer T1217/88.

Terms: A cash deposit of 10% (ten per centum) of the purchase price at the time of sale, and the balance against the transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within 21 (twenty-one) days after the date of sale, as well as 4% (four per centum) auctioneering commission, payable on confirmation of the bid.

The conditions of sale may be examined during office hours at the office of the Sheriff of the Court, 21 Cornell Road, Evander.

Signed at Secunda.

M. de Swardt, for Streicher-De Swardt, Room 5, Second Floor, Basnic Centre, Secunda. (Ref. Mrs De Swardt.)

Case 10345/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Willem Johannes Rossouw,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria West, at Room 603A, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on 5 October 1995 at 10:00, of the following property:

(a) A unit consisting of section 42, as shown and more fully described on Sectional Plan SS74/1982, in the scheme known as Drakensberg, Central Pretoria Metropolitan Substructure of which section the floor area according to the said sectional plan is 74 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 Certificate of Registered Sectional Grant of Leasehold ST 74/82 (42) Unit.

Street address: Flat 501, Drakensberg, Skinner Street, Pretoria.

Improvements on the property: Bedroom, kitchen, bathroom/toilet, lounge and dwelling flat.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at Room 607, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/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 a reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 11 October 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.

Street address: 1 Plover's Path, Eldoraigne, Pretoria.

Improvements on the property: Single-storey dwelling-house, Five bedrooms, two bathrooms/toilets, kitchen, lounge, family room, dining-room, study, three garages, swimming-pool, entrance hall, separate toilet and scullery/laundry.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/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 11 October 1995 at 10.00, 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 T51729/1993.

Street address: 53 Visvanger Street, Rooihuiskraal, Verwoerdburg, Pretoria.

Improvements on the property: Single-storey dwelling-house, three bedrooms, two bathrooms/toilets, kitchen, lounge, family room, dining-room, carport and garage.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

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

Case 07585/92
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 **Johannes Jacobus Cruywagen,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 6 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Portion 16 of Erf 2237, Florida Extension 9 Township, Registration Division IQ, Transvaal, measuring 991 m^2, held by the Defendant under Deed of Transfer T1327/1984, being 20 Nadine Street, Florida.

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

The property consists of entrance hall, lounge, family room, study, dressing-room, three bedrooms and two bathrooms/toilet/shower.

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

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

Dated at Johannesburg this 18th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colesseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z44921/WRFCLS/Mr Brewer/djl.)

Case 27915/91
PH 267

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

In the matter between **Syfrets Mortgage Nominees Limited,** Plaintiff, and **Marlboro Mini Warehouses (Pty) Limited,** First Defendant, **Levin, Julius,** Second Defendant, and **Spilkin, Franklyn Mathews,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve wil be held by the Sheriff of the Supreme Court at Lochner Park, Block D, First Floor, corner of Richard Drive and Suttie Street, Halfway House, on Wednesday, 11 October 1995 at 14:30, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Midrand, Lochner Park Block D, First Floor, corner of Richard Drive and Suttie Street, Halfway House:

Lot 985, Marlboro Township, Registration Division IR, Transvaal, measuring 991 m^2, held by the First Defendant under Deed of Transfer T34477/1984, being 985 Third Street, Marlboro.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: A three storey building of face brick with steel roofing comprising a ground floor warehouse with ablutions and laoding facilities, a lower ground floor comprising numerous warehouse sections and office accommodation with communal ablutions and vehicle ramp.

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

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

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

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I34400/Mr Nesbit/ca.)

Saak 8190/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Johannes Hermanus Weber,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 30 Januarie 1995, sal 'n verkoping gehou word op 4 Oktober 1995, om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Erf 335, Lewisham-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 545 (vyfhonderd vyf-en-veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T38061/88.

Die eiendom is gesoneer Residensieel 1 en is geleë te Kornestraat 9, Lewisham, Krugersdorp.

Bestaande uit: Sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, enkelmotorhuis, swembad, tuin, teëldak, gepleisterde mure, staal vensterrame en omhein alhoewel geen waarborg in hierdie verband gegee kan word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op hierdie 4de dag van September 1995.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1062.) (Verw. AMC/EW260/414/94.)

Saak 6160/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Anton Pieter de Klerk,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 16 Augustus 1995, sal 'n verkoping gehou word op 6 Oktober 1995, om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Lindhaven, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 1271, Witpoortjie-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 1 176 (eenduisend eenhonderd ses-en-sewentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T11855/88.

Die eiendom is gesoneer Residensieel 1 en is geleë te Kirstenbosstraat 2, Witpoortjie, Roodepoort.

Bestaande uit: Sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, bediendekamer, enkelmotorhuis, swembad, tuin, teëldak, steenmure, staal vensterrame en omhein alhoewel geen waarborg in hierdie verband gegee kan word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op hierdie 4de dag van September 1995.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1062.) (Verw. AMC/ED469/413/94.)

Case 540/95

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

In the matter between **Krugersdorp Transitional Local Council,** Execution Creditor, and
Mervin Steven van der Mescht, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated on 29 May 1995, the following property will be sold in execution on Wednesday, 18 October 1995 at 10:00 in front of the Sheriff's Offices, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 228, Boltonia Extension 2 Township, Registration Division IQ, Transvaal, measuring 539 (five hundred and thirty-nine) square metres, held by Deed of Transfer T39530/1992, known as 1 Dalhia Street, Boltonia, Krugersdorp.

Upon which there is said to be erected a detached single storey dwelling house under tile roof and consisting of two bedrooms, lounge, two bathrooms and kitchen.

No guarantee is however given in respect of the foregoing description.

Terms:

R5 000 (Five thousand rand) cash at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp.

Phillips & Osmond, Execution Creditors Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (Ref. QM/AVDB/K2664/AR.)

Case 64083/94
PH 198

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

In the matter between **Park Court Body Corporate,** Applicant/Plaintiff, and **Werner Schott,** Respondent/Defendant

Pursuant to a judgment of the above Honourable Court dated 2 August 1994, and a warrant of execution dated 19 August 1994 the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 10 October 1995 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg:

Unit 16, Park Court, being Flat 24, Park Court, 50 Twist Street, Joubert Park, Johannesburg, the building or buildings known as Park Court of which the floor area according to the sectional plan is 61 square metres, known as Flat 24, Park Court, 50 Twist Street, Joubert Park, Johannesburg.

Material conditions of sale:

(a) The sale will be held by public auction and will be voetstoots.

(b) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the office of the Messenger of Court, Johannesburg East.

(c) The purchaser shall pay all the amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, levies, interest, etc.

(d) The purchase price shall be paid at 10% (ten per cent) thereof on the day of sale and the unpaid balance together with the interest thereon to date of registration of transfer shall be paid or secured by an unconditional or approved bank or building society guarantee within 14 days of the date of the sale to the Messenger of the Court.

Dated at Johannesburg on this the 6th day of September 1995.

Bertha Pencharz, Suite 204, Dunkeld West Centre, 277 Jan Smuts Avenue, Dunkeld West, Johannesburg; P.O. Box 411416, Craighall, 2024. (Tel. 327-0546.) (Ref. Miss Leitao.)

Case 10481/95
PH 683

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Venter, Norman Gerald,** First Defendant, and **Venter, Wouda,** 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 3 October 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 1728, Mayberry Park Township, Registration Division IR, Transvaal, area 1 039 (one thousand and thirty-nine) square metres, situated at 66 Koorsboom Street, Mayberry Park Township.

Improvements (not guaranteed): A house consisting of an entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms with toilets, kitchen, two carports and outside toilet.

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

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

Dated at Johannesburg on 28 August 1995.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax. 838-1556.) (Ref. H. N. Moloto/cm/A-126.)

Case 13857/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Tutt, Ashleigh Lynn,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 3 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 1251, Blairgowrie Township, Registration Division IQ, Transvaal, area 959 square metres, situated at 125 Standard Drive, Blairgowrie, Randburg.

Improvements (not guaranteed): Single-storey dwelling under tiles consisting of lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower, two toilets. *Flooring:* Parquet/fitted carpets. Garage, staff quarters with toilet, swimming-pool, paving and screen walling.

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) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 21st day of August 1995.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. P. le Mottee/ij/n3488.)

Case 18280/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Lanyon-Olver, Mark,** and **Lanyon-Olver, Karen Jane,** Defendants

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, for Randburg, Elna Randhof, corner Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 3 October 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 2315, Randparkrif Extension 18, Registration Division IQ, Transvaal, area 1 230 square metres, situated at 39 Dale Lace Avenue, Randparkrif Extension 18, Randburg.

Improvements (not guaranteed): Single storey brick dwelling under tiles consisting of lounge/dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets, floor coverings - fitted carpets/novilon, security doors and burglar alarm. *Outbuildings:* Loose standing, two garages, staff quarters with toilet, patio, swimming-pool, brick driveway and paving, steel gates and walled boundary.

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) to a maximum fee of R6 000, and a minimum of R200.

Dated at Johannesburg on this the 21st day of August 1995.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. P. le Mottee/ij/N4000.)

Case 2149/95

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

In the matter between **Nedbank,** a division of Nedcor Ltd, Plaintiff, and **Jones: William Henry,** Defendant

The following property will be sold in execution by the Sheriff, Boksburg, at 182 Leeuwpoort Street, Boksburg, on Friday, 6 October 1995 at 11:15:

Erf 1995, Sunward Park Extension 4, Boksburg Township, Registration Division IR, for the Province of Gauteng, measuring 950 square metres, known as 83 Albrecht Road, Sunward Park, Boksburg.

The property has been improved by the erection of a dwelling-house and the usual outbuildings. Nothing in this regard is guaranteed.

1. The purchaser shall be liable for the Sheriff's fees, as well as a deposit of 10% (ten per centum) of the purchase price in cash immediately after the sale. The balance together with interest as per conditions of sale, to be secured by a guarantee within 30 (thirty) days after the date of sale.

2. The purchaser shall be liable for all costs to procure transfer, as well as all outstanding rates and taxes.

3. The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff, Boksburg. The said conditions of sale will be read out by the Sheriff, immediately prior to the sale.

Dated at Boksburg on this the 15th day of August 1995.

Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardts Road, P.O. Box 26, Boksburg; DX9 (Tel. 892-3050/1/2.) (Ref. O. Smuts/M2201.)

Case 12214/94

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

In the matter between **Bifco,** a division of Mercantilebank Ltd, Plaintiff, and **B. S. Tshabalala,** First Defendant, and **M. A. Tshabalala,** Second Defendant

On Friday, 6 October 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

Property: Erf 7102, together with all erections or structures thereon in the Township of Vosloorus Extension 9, Boksburg, Registration Division IR, Province of Gauteng, measuring 398 square metres, held under Deed of Transfer TL50542/1988.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at the Sheriff's office, Boksburg.

Dated at Boksburg on this the 15th day of August 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. O. Smuts/V2902.)

Case 9057/94

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

In the matter between **Federated Timbers (Pty) Ltd,** trading as Isando Timbers, Plaintiff, and **Lydon: Mr Francis James,** trading as Frank J. Lydon & Sons, Defendant

The following property will be sold in execution by the Sheriff, Boksburg, at 182 Leeuwpoort Street, Boksburg, on Friday, 6 October 1995 at 11:15:

Erf 4, Atlasville, Boksburg Township, Registration Division IR, for the Province of Gauteng, measuring 991 square metres, known as 62 Star Street, Atlasville, Boksburg.

The property has been improved by the erection of a dwelling-house and the usual outbuildings. Nothing in this regard is guaranteed.

1. The purchaser shall be liable for the Sheriff's fees, as well as a deposit of 10% (ten per centum) of the purchase price in cash immediately after the sale. The balance together with interest as per conditions of sale, to be secured by a guarantee within 30 (thirty) days after the date of sale.

2. The purchaser shall be liable for all costs to procure transfer, as well as all outstanding rates and taxes.

3. The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff, Boksburg. The said conditions of sale will be read out by the Sheriff, immediately prior to the sale.

Dated at Boksburg on this the 15th day of August 1995.

Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardts Road, P.O. Box 26, Boksburg; DX9 (Tel. 892-3050/1/2.) (Ref. O. Smuts/B1703.)

Case 8044/94
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 **Bloom, Laurence Arthur,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 824, Ridgeway Extension 4 Township, Registration Division IR, Transvaal, measuring 1 000 m^2, held by the Defendant under Deed of Transfer T31197/1988, being 29 Elaine Street, Ridgeway, 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/w.c., separate w.c./shower, kitchen, open terrace, garage, servant's room and outside w.c.

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

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

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z94392/JHBFCLS/Mr McCallum/cvdn.)

Case 27423/93
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 **Jansen, Johannes Jurie,** First Defendant, and **Jansen, Fredrika Elizabeth, Maria,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 12 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Portion 1 of Erf 249, Observatory Township, Registration Division IR, Transvaal, measuring 2 164 m^2, held by the Defendants under Deed of Transfer T7175/93, being 59 Eckstein Street, Observatory.

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

The dwelling consists of entrance hall, lounge, dining-room, study, family room, four bedrooms, kitchen, bathroom/w.c., shower, separate w.c., two garages, two servant's rooms, outside w.c. and laundry.

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

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

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z76900/JHBFCLS/Mr McCallum/cvdn.)

Case 29384/92
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 **Mgiba, Vincent,** First Defendant, and **Mgiba, Felicia Lindiwe,** Second Defendant

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

The right of leasehold in respect of Erf 163, Mngadi Township, Registration Division IR, Transvaal, measuring 279 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL40787/88, being Stand 1633, Mngadi, Katlehong, Alberton.

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

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

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

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

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0149/ERFCLS/Mr Preiss/lp.)

Case 17395/95
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 **Willemse, Deon,** First Defendant, and **Willemse, Elizabeth Wilhelmina,** 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, 5 October 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 1038, Vereeniging Township, Registration Division IQ, Transvaal, measuring 1 264 m^2, held by the Defendants under Deed of Transfer T75003/1991, being 11 Alexander Street, Vereeniging.

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

The dwelling consists of entrance hall, lounge, three bedrooms, bathroom/toilet, kitchen, scullery, laundry, garage, servant's room and outside toilet.

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

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

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5060/WRFCLS/Mr Brewer/djl.)

Case 13827/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of 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 142 Struben Street, Pretoria, on Wednesday, 11 October 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, Pretoria South, at Edenpark, Plot 83, Lyttelton Agricultural Holding, Verwoerdburgstad:

Erf 214, Country View Extension 1 Township, Registration Division JR, Transvaal, measuring 835 m^2, held by the Defendant under Deed of Transfer T65330/91, being 214 Forest Lily Place, Country View Extension 1, Pretoria South.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c./shower, bathroom/w.c., kitchen, pantry 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 25th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93472/JHBFCLS/Mr McCallum/cvdn.)

Case 260/94

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

In the matter between **Saambou Bank Limited,** Plaintiff and **Tente Joseph Mothibeli,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 14 February 1994, and writ of execution dated 6 March 1995, the following property will be sold in execution on Wednesday, 4 October 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain: All right, title and interest in the leasehold in respect of Erf 251, Thintwa Township, Registration Division IR, the Province of Gauteng, street address, 251 Thintwa, measuring 250 square metres, held under Certificate of Registered Grant of Leasehold TL1345/93 dated 8 January 1993.

Zoning: Residential.

Special use or exemptions: None.

The Jugment Creditor describes the improvements on the property, without any warranties, as follows—

Main building: Broken down house.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 17% (seventeen per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty days) from the date of sale.

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

Dated at Alberton on this 28th day of August 1995.

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

Case 4723/92
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Taub, Lesley Joy,** First Defendant, and **Taub, Harold,** 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, 12 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the offices of the Sheriff for the Supreme Court, Johannesburg East at 131 Marshall Street, Johannesburg:

Certain Portion 1 of Plot 137, in the Township of Lyndhurst, City of Johannesburg, measuring 1 721 m^2, held by the Defendants under Deed of Transfer T2645/73, being 222 Lyndhurst Road, Lyndhurst, Johannesburg.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., double garage, two servant's room, bathroom/w.c. and laundry.

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

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

Dated at Johannesburg this 17th day of August 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH630/DX589.) [Tel. (011) 484-2828.] [Fax: (011) 484-7548.] [Ref: 102224/Mr Livingstone/le.]

Case 15642/95
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **De Klerk, Barend Jacobus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 182 Progress Avenue, Technikon, Roodepoort, on Friday, 6 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

1. *A unit consisting of:*

(a) Section 42 as shown and more fully described on Sectional Plan SS18/1990 in the building or buildings known as Santorini, situated at Northcliff Extension 20 Township, Local Authority Johannesburg, of which the floor area, according to the said sectional plan is 106 (one hundred and six) square metres, in extent being 42 Santorini, Libertas Road, Northcliff, Extension 20; 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 Certificate of Registered Title ST18/1990.

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

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

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

Dated at Johannesburg this 29th day of August 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH630/Dx 589 Jhb.) [Tel. (011) 484-2828.] [Fax: (011) 484-7548.] [Ref: 101834/Mr Georgiades/le.]

Case 16141/95
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Fabre, Rikardo Ernest,** First Defendant, and **Fabre, Lee-Ann Bernedette,** 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, 12 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the offices of the Sheriff for the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

1. A Unit consisting of:

(a) Section No. 25 as shown and more fully described on Sectional Plan No. SS 138/1992, in the scheme known as Glynmar, in respect of the land and building or buildings situated at Berea Township, in the Local Authority Area of Johannesburg, of which section the floor area, according to the said Sectional Plan is 97 (ninety seven) square metres in extent and being Flat 401, Glynmar Court, Mitchell Street, Berea; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and held by Deed of Transfer ST934/94.

2. An exclusive use area described as Parking P12, measuring 25 (twenty five) square metres, being as such part of the common property, comprising the land and the scheme known as Glynmar in respect of the land and building or buildings situated at Berea Township, Local Authority Johannesburg, as shown and more fully described on Sectional Plan SS138/1992, held by Notarial Deed of Cession SK109/94.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished 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 28th day of August 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH630/DX589.) [Tel. (011) 484-2828.] [Fax: (011) 484-7548.] [Ref: 101885/Mr Georgiades/le.]

Case 541/95

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

In the matter between **Krugersdorp Transitional Local Council,** Execution Creditor, and **D. Botes,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution, dated 2 May 1995, the following property will be sold in execution on Wednesday, 18 October 1995 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 314, Burgershoop Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held by Deed of Transfer T53506/1992, known as 37 Roode Street, Burgershoop, Krugersdorp, upon which there is said to be erected, a detached single-storey dwelling-house under zink roof and consisting of three bedrooms, lounge, dining-room, bathroom and kitchen.

The outbuildings consists of garage, servant's room and toilet.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold "voetstoots" subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff, for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (Ref. Avdberg/rj/K2692.)

Case 12149/95
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 **Mathebula, Mohlupheki Joshua,** First Defendant, and **Mathebula, Velaphi Jolina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 12 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff, for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 494, Tsepo Township, Registration Division IR, Transvaal, measuring 248 m², held by the Defendants under Certificate of Registered Grand of Leasehold TL46253/85, being 494 Tsepo Section, Tembisa, Kempton Park.

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

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

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

Dated at Johannesburg this 4th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3756/ERFCLS/Mr Preiss/lp.)

Case 18823/94
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 **Sivile, Mbokodwe Sam,** First Defendant, and **Sivile, Lettie Titi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 12 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff, for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Lot 96, Teanong Township, Registration IR, Transvaal, measuring 254 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL51636/86, being Stand 96, Teanong Section, Tembisa, Kempton Park.

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

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

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

Dated at Johannesburg this 4th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0030/ERFCLS/Mr Preiss/lp.)

Case 18852/94
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 **Motsiya, Nthoyeni Elias,** First Defendant, and **Motsiya, Moipone Paulina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 12 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff, for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Stand 396, Maokeng Township, Registration Division IR, Transvaal, measuring 276 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL70871/87, being Stand 396, Maokeng Section, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, three bedrooms, bathroom, toilet 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 4th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0041/ERFCLS/Mr Preiss/lp.)

Case 27101/94
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 **Makubane, Gideon Kumbu,** First Defendant, and **Makubane, Ntombizini,** Second Defendant

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

The right of leasehold in respect of Erf 2244 (previously Erf 1947), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 304 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL31777/88, being Stand 1947, Likole Extension 1, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 4th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1280/ERFCLS/Mr Preiss/lp.)

Case 4452/93
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 **Dube, Mzondeki Andreas,** First Defendant, and **Dube, Jabulile Angelina,** Second Defendant

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

The right of leasehold in respect of Erf 2235 (previously Erf 1938) Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL49353/88, being 1938 Likole Extension 1, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 4th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z70590/ERFCLS/Mr Preiss/lp.)

Case 15657/94
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 **Mazibuko, Duduzile Paulina,** Defendant

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

The right of leasehold in respect of Erf 2025 (previously Erf 661), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 268 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL35647/89, being Standplaas 661, Likole Extension 1, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98468/ERFCLS/Mr Preiss/lp.)

Case 7277/93
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 **Ndabula, Thulani Solomon,** First Defendant, and **Ndabula, Francina,** Second Defendant

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

The right of leasehold in respect of Stand 623, A.P Khumalo Township, Registration Division IR, Transvaal, measuring 273 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL23869/85, being Stand 623, A.P Khumalo, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z70618/ERFCLS/Mr Preiss/lp.)

Case 15265/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mabotsha, Charlie,** First Defendant, and **Mabotsha, Emily Makhala,** Second Defendant

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

The right of leasehold in respect of Erf 865, Likole Township, Registration Division IR, Transvaal, measuring 200 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL24457/89, being 865 Likole Section, Katlehong, Alberton.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 thosand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thouand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z71256/ERFCLS/Mr Preiss/lp.)

Case 27105/94
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 **Mofokeng, Thakabanna Daniel,** First Defendant, and **Mofokeng, Judith Hlali,** Second Defendant

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

The right of leasehold in respect of Erf 2585 (previously Erf 359), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL39229/88, being Stand 359, Likole Extension 1, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1239/ERFCLS/Mr Preiss/lp.)

Case 19104/92
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 **Moloi, George Samuel,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 10 October 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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 838, A.P. Khumalo Township, Registration Division IR, Transvaal, meauring 273 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL358841/86, being 838 A.P. Khumalo, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 3rd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4449/ERFCLS/Mr Preiss/lp.)

Case 08013/95
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 **Mtimunye, Boy Amos,** First Defendant, and **Mtimunye, Lettie Maid,** Second Defendant

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

The right of leasehold in respect of Erf 2231 (previously Erf 1934), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL40437/88, being Stand 1934 Likole Extension 1, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 1st day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3201/ERFCLS/Mr Preiss/lp.)

Case 30188/93
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 **Mahlumba, Phillip Bonane,** Defendant

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

The right of leasehold in respect of Lot 773, A. P. Khumalo Township, Registration Division IR, Transvaal, measuring 276 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL8631/86, being 773 A.P. Khumalo, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z78413/ERFCLS/Mr Preiss/lp.)

Case 08012/95
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 **Motloung, Shadaka Shadrack,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 10 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Site 488, in the Township of Ramakonopi, measuring 440 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL4297/86, being Standplaas 488, Ramakonopi, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3202/ERFCLS/Mr Preiss/lp.)

Case 9650/93
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 **Motholo, Thandi Rose,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 10 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 488, A.P. Khumalo Township, Registration Division IR, Transvaal, measuring 272 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL5780/87, being 488 A.P. Khumalo Valley, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z70637/ERFCLS/Mr Preiss/lp.)

Case 13807/94
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 **Marongo, Zamani, 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, 10 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 983 (previously Erf 1057), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 330 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL30178/87, being Stand 1057 Likole Extension 1, Katlehong, Alberton

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z97461/ERFCLS/Mr Preiss/lp.)

Case 15681/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mabote, Jacob,** First Defendant, and **Mabote, Nombulelo Enid,** Second Defendant

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

The right of leasehold in respect of Erf 3107, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 237 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL29928/90, being Stand 3107, Likole Extension 1, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98728/ERFCLS/Mr Preiss/lp.)

Case 256/93
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 **Mokone, Takalane Frans,** Defendant

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

The right of leasehold in respect of Site 575 A.P. Khumalo Township, Registration Division IR, Transvaal, measuring 273 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL23845/85, being Site 575 A.P. Khumalo, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z70562/ERFCLS/Mr Preiss/lp.)

Case 15657/94
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 **Mazibuko, Dunduzile Paulina,** Defendant

In execution of 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, 10 October 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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 2025 (previously Erf 661), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 268 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL35647/89, being Standplaas 661, Likole Extension 1, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98468/ERFCLS/Mr Preiss/lp.)

Case 22875/93
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 **Mahlabe, Norwamogolo 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 10 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 697 A.P. Khumalo Township, Registration Division IR, Transvaal, measuring 273 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL27936/86, being 697 A.P. Khumalo, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z74713/ERFCLS/Mr Preiss/lp.)

Case 14024/95
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Strauss, Magdalena Gertruida,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 12 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 271, Yeoville Township, Registration Division IR, Transvaal, measuring 759 m², held by the Defendant under Deed of Transfer T6092/1994, being 78 Webb Street, Yeoville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, pantry, garage, carport, store-room, outside w.c. and maids 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 4th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4336/JHBFCLS/Mr McCallum/cvdn.)

Case 15403/95
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 **Kruger, Stephanus Johannes,** First Defendant, and **Kruger, Harriet Maria,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 6 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 0071, Mantevrede Agricultural Holdings Township, Registration Division IQ, Transvaal, measuring 2,0235 hectares, held by the Defendants under Deed of Transfer T78025/1991, being Plot 0071, Mantevrede Agricultural Holdings.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms/toilet, kitchen and double garage. The flat consists of seven rooms, kitchen and bathroom/toilet.

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

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

Dated at Johannesburg this 21st day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4568/WRFCLS/Mr Brewer/djl.)

Case 10266/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society), Plaintiff, and **Coetzee, Abraham Jacobus,** 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 Boonzaaier Street, Delareyville, on Friday, 6 October 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, Delareyville, at 28 General Delarey Street, Delareyville:

Portion 240 of Lot 284, Delareyville Township, Registration Division IQ, Transvaal, measuring 1 382 m^2, held by the Defendant under Deed of Transfer T53542/1981, being 11 Boonzaaier Street, Delareyville.

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

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4244/WRFCLS/Mr Brewer/djl.)

Case 26672/92
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 **Monini, Mamoliki Mack,** First Defendant, and **Monini, Motshidisi Pauline,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 12 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Lot 324, Tembisa Extension 1 Township, Registration Division JR, Transvaal, measuring 301 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL55270/87, being 324 Hospital View, Tembisa, Kempton Park.

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

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

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

Dated at Johannesburg this 11th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z55437/ERFCLS/Mr Preiss/lp.)

Case 7429/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Namo Petrus Sipho,** First Defendant, and **Matsinyane Khokhoba Stephen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, of the Supreme Court at 439 Prince George Avenue, Brakpan, on Friday, 13 October 1995 at 11:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Brakpan at 439 Prince George Avenue, Brakpan:

The right of leasehold in respect of Stand 15725, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 240 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL52876/89, being Stand 15725, Tsakane Extension 5, Brakpan.

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

The dwelling consists of: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

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

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

Dated at Johannesburg on this the 14th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z94236/ERFCLS/Mr Preiss/lp.)

Case 22488/94
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 **Wessels Cornelius Johannes,** First Defendant, and **Wessels Aletta Gertruida,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 13 October 1995 at 11:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg.

Erf 787, Van Dykpark Township, Registration Division IR, Transvaal, measuring 763 m², held by die Defendants under Deed of Transfer T52312/93, being 9 Draaibos Street, Van Dykpark, Boksburg.

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, garage and servants quarters with toilet.

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

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

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

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0554/ERFCLS/Mr Preiss/lp.)

Case 5966/94
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 **Bester Cornelius Jacobus,** First Defendant, **Van der Merwe Helena Wilhelmina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein.

Erf 67, Unigray Township, Registration Division IR, Transvaal, measuring 660 m², held by the Defendants under Deed of Transfer T18453/1987, being 4 Sultan Street, Unigray, Rosettenville.

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

The dwelling consists of: Entrance hall, lounge, three bedrooms, bathroom, separate w.c., kitchen, breadfast nook 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 on this the 16th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92826/JHBFCLS/Mr McCallum/cvdn.)

Case 18259/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mbululo Goodenough Dinga,** First Defendant, and **Gladys Mantuzela Dinga,** Second 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 the offices of the Sheriff for the Supreme Court, Evander, 23 Rotterdam Road, Evander, on Friday, 13 October 1995 at 2:00, 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 Supreme Court, Evander, 23 Rotterdam Road, Evander:

The right of leasehold in respect of Erf 2828, Embalenhle Extension 4 (formerly Erf 266), Registration Division IS, Transvaal, measuring 448 m², held by the Defendants under Certificate of registered Grand of Leasehold TL83460/88, being 15 Ukwahlamba Crescent, Embalenhle Extension 4, Highveld Ridge, Evander.

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

The dwelling consists of: Lounge, kitchen, three bedrooms, bathroom and toilet.

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

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

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

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0011/ERFCLS/Mr Preiss/lp.)

Case 25355/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Buiding Society Limited, and previously United Building Society, Plaintiff, and **Berge Solomen Vilakazi,** 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, Room 83, Magistrate's Court, Market Street, Bethal, on Friday, 13 October 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 Lou van der Merwe, Protea Building, Market Street, Bethal:

The right of leasehold in respect of Erf 2942, Emzinoni Township, Registration Division IS, Transvaal, measuring 208 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL53970/89, being 12th Street, Emzinoni, Bethal.

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

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z90269/ERFCLS/Mr Preiss/lp.)

Case 34728/92
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 **Molotja, Matome Stanley,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 12 October 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, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Lot 296, Motsu Section, Registration Division IR, Transvaal, measuring 330 m², held by the Defendant under Certificate of Registered Gant of Leasehold TL12171/90, being 296 Motsu Section, Tembisa.

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

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z62570/ERFCLS/Mr Preiss/lp.)

Case 15044/95
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 **Power, Clifford Stephen,** First Defendant, and **Power, Beverley Estalita,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 1334, Eldorado Park Township, Registration Division IQ, Transvaal, measuring 389 m², held by the Defendants under Deed of Transfer T1562/1990, being 6 Diamant Street, Eldoradopark.

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

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

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

Dated at Johannesburg this 16th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4552/JHBFCLS/Mr McCallum/cvdn.)

Case 31930/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mayet, Miriam Mahomed,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 712, Robertsham Township, Registration Division IR, Transvaal, measuring 833 m^2, held by the Defendant under Deed of Transfer T8150/91, being 13 Elizabeth Street, Robertsham.

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 shower, separate toilet, sun room 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 16th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z79136/JHBFCLS/Mr McCallum/cvdn.)

Case 9805/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Moola, Yasmin Mahomed,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 710, Robertsham Township, Registration Division IR, Transvaal, measuring 833 m^2, held by the Defendant under Deed of Transfer T8492/1991, being 11 Elizabeth Road, Robertsham.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, four bedrooms, lounge, dining-room, kitchen, two bathrooms, garage 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 16th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z94939/JHBFCLS/Mr McCallum/cvdn.)

Case 18816/94
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 **Matlou, Monyeki Osburn,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 13 October 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 2735, Vosloorus Township, Registration Division IR, Transvaal, measuring 260 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL5283/86, being 2735 Roets Drive, Vosloorus, Boksburg.

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

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

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

Dated at Johannesburg this 4th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0014/ERFCLS/Mr Preiss/lp.)

Case 17731/95
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bauduin, Marc Jean Henry,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1460, Turffontein Township, Registration Division IR, Province of Pretoria–Witwatersrand–Vereeniging, area 495 (four hundred and ninety-five) square metres, situation 79 Church Street, Turffontein.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, garage, servant's quarters with walls around property.

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

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

Dated at Johannesburg on this 6th day of September 1995.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ664.)

Case 13053/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Cornelius Gregorius Visser,** First Defendant, and **Patricia Kathleen Visser,** Second Defendant

A sale in execution of the undermentioned property is to be held, without reserve at 14 Visa Street, Benfleur Extension 4, Witbank, on Friday, 13 October 1995 at 09:00:

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 1659, Township of Benfleur Extension 4, Registration Division JS, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2543.)

Saak 28228/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **The Body Corporate of Bangladesh Heights,** Eiser, en **Coopsammy Reddy,** Eerste Verweerder, en **Vyjay Lutchamee Reddy,** Tweede Verweerder

Ter eksekusie van 'n vonnis in die Landdroshof, Pretoria, gehou te Pretoria in bogemelde saak, gedateer 2 Junie 1994, sal 'n verkoping plaasvind onderhewig aan die bepalings van artikel 66 van Wet No. 32 van 1944, van die ondervermelde eiendom van die Verweerders op Donderdag, 12 Oktober 1995 om 10:00, te Olivettihuis 603, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieër:

Deel 111, soos getoon en volledliger beskryf op Deelplan SS41/93, in die skema bekend as Bangladesh Heights, ten opsigte van die grond en gebou of geboue geleë te Erf 2272, Laudium-uitbreiding 2-dorpsgebied, in die Plaaslike Owerheidsgebied van die Sentrale Pretoria Metropolitaanse Substruktuur, van welke deel die vloeroppervlakte, volgens genoemde Deelplan, 84 (vier-en-tagtig) vierkante meter groot is; en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST52649/93, ook bekend as Bangladesh Heightswoonstelle 1030, Eenheid 111, Bengalstraat 220, Laudium.

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

Woning bestaan uit drie slaapkamers, aparte toilet, kombuis, badkamer, eetkamer en opwaskamer.

Vloerbedekking: Slaapkamers, teëls; kombuis, teëls; eetkamer, teëls en opwaskamer teëls.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae by die kantore van die Balju, Pretoria-Noord-Wes.

Geteken te Pretoria op die 8ste dag van September 1995.

Boch Gross & Genote, Prokureurs vir Eiser, Sesde Verdieping, kerkplein 28, Pretoria. (Tel. 328-3550.) (Verw. mnr. Serfontein WVN C922/09.)

Saak 66814/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **Schoeman, Adolf Hauseman,** Id. No. 5712215084083, Eerste Verweerder, en **Schoeman, Aletha Elizabetha,** Tweede Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriustraat, Pretoria, op 5 Oktober 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju-Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 169, Suiderberg-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 950 (negehonderd-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T93771/93.

Hierdie eiendom is geleë te Boschbergstraat 819, Suiderberg, Pretoria.

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

Konstruksie: Mure, baksteen; dak, teëls; plafon, komposisiebord; vloer, matte.

Buitegeboue: Twee afdakke, stoor en toilet.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1710.)

Saak 43403/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **Adam Abdool Majid,** Id. No. 5801285072050, Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju-Noord-wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 4 Oktober 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju-Noord-wes, te Olivettigebou 202, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 151, Laudium-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 720 (sewehonderd-en-twintig) vierkante meter, gehou kragtens Akte van Transport T52538/83.

Hierdie eiendom is geleë te Sewende Laan 342, Laudium, Pretoria.

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

Konstruksie: Vloer, matte en teëls; mure, baksteen; plafon, pleister en herculite; dak, metaal.

Buitegeboue: Enkelmotorhuis, twee bediendekamers en badkamer.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 7de dag van September 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1517.)

Saak 1389/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **F. H. C. van der Vyver,** Eiser, en **Manfred Rihm,** Verweerder

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

Erf 2955, hoek van Swartwitpens- en Blesbokweg, Marloth Park, Gedeelte 49 van die plaas Tenbosch, Registrasieafdeling 162 JU, Transvaal.

Beskrywing van die eiendom: Onverbeterde woonerf.

Hierdie erf sal aan die hoogste bieër 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 Malelane op 4 September 1995.

H. L. van Dyk, vir Joubert & May Prokureurs, Danie de Waalgebou, Parkstraat; Posbus 149, Malelane, 1320. [Tel. (01313) 3-0265.] [Fax. (01313) 3-0427.] (Verw. PVD/tb/xJ24.)

Case 31575/93
PH 222

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

In the matter between **First National Bank of SA Ltd,** Plaintiff, and **Marx, Melchior Jacobus,** Defendant

In execution of 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 premises of De Klerk, Vermaak & Partners Inc., Attorneys, First Floor, Overvaal Building, 28 Kruger Street, Vereeniging, on 5 October 1995 at 10:00, on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Portion 23 (a portion of Portion 20) of the Farm Vogelfontein 376, Registration Division IR, Transvaal, measuring 2,1253 hectares, held under Deed of Transfer T11178/1965, zoned Farming (hereinafter referred to as the property).

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

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 purpose 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 balane of the purchase price bid, together with interest thereon at the rate of 15,25% (fifteen 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 fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, are also to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Deputy Sheriff of the Supreme Court, NCH Bowman, Overvaal, 28 Kruger Avenue, Vereeniging, Tel. No. (016) 21-3400.

Dated at Johannesburg on this 11th day of September 1995.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, 111 Commissioner Street; P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mrs R. Farrell/M80601.)

N. C. H. Bowman, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.] (Ref. N. C. H. Bowman.)

Saak 9107/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank (voorheen Allied Bouvereniging), Eksekusieskuldeiser, en **Paul Edmund Dando,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Germiston-Noord, op 5 Oktober 1995 om 10:00, te Vierde Verdieping, Standard Torings, Presidentstraat, Germiston, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Germiston:

Sekere Erf 219, Klopper Park, Germiston-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T37647/93, grootte 553 (vyfhonderd drie-en-vyftig) vierkante meter, ook bekend as Welkomstraat 14, Klopper Park, Germiston.

Beskrywing: Woning bestaande uit toilet, badkamer, drie slaapkamers, kombuis, sitkamer, eetkamer, alles onder 'n teëldak en twee motorafdakke. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

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

Geteken te Kempton Park op hierdie 5de dag van September 1995.

C. A. C. Korf, vir van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1326.)

Case 88164/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Sindisiwe Eunice Luthuli,** Defendant

In pursuance of a judgment in the Court of the Magistrate, District of Johannesburg and writ of execution, the property listed hereunder which was attached on 26 July 1995, will be sold in execution on Friday, 6 October 1995 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg, to the highest bidder:

Erf 1371, Diepkloof Extension Township, Registration Division IQ, Transvaal, in extent 387 (three hundred and eighty-seven) square metres, situated at 1371 Diepkloof Extension, Soweto, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached. *Walls:* Brick, plaster and paint. *Roof:* Tile. *Floors:* Tiles. *Rooms: Lounge, kitchen, three bedrooms, bathroom and toilet. Outbuildings:* None. *Boundary:* Fenced. *Improvements:* None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 5th day of September 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913.) (Ref. Mr Steyn/674.)

Case 66505/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Erf 515 Linmeyer CC,** Defendant

In pursuance of a judgment in the Court of the Magistrate, District of Johannesburg and writ of execution, the property listed hereunder which was attached on 19 July 1995, will be sold in execution on Friday, 6 October 1995 at 10:00, in front of the Court-house, Magistrate's Court, Fox Street entrance, Johannesburg, to the highest bidder:

Erf 515, Linmeyer Township, Registration Division IR, Transvaal, in extent 793 (seven hundred and ninety-three) square metres, situated at 132 Lena Street, Linmeyer, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* tiles. *Floors:* Fitted carpets. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, two bathrooms and two toilets. *Other:* Self contained flatlet consists of shower, toilet, bedroom and lounge. *Outbuildings:* Garage, carport, toilet and bathroom. *Boundary:* Brick walls. *Improvements:* Paving, walls, swimming-pool and carport.

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, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 6th day of September 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913.) (Ref. Mr Steyn/597.)

Case 6063/94

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

In the matter between **Nedcor Bank Limited,** trading as Nedbank, Plaintiff, and **Mhluphefi David Mazibuko,** Defendant

On 6 October 1995 at 11:15, the undermentioned property will be sold in execution at the Magistrate's Court, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 10559, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, Registration Division IR, the Province of Gauteng, measuring 289 m², Deed of Transfer TL60789/92, situated at Erf 10559, Vosloorus Extension 14, Boksburg.

Improvements: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of two bedrooms, bathroom, toilet, lounge and kitchen (which are not warranted to be correct and not guaranteed).

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

2. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the offices of the Sheriff of the Magistrate's Court, Boksburg, 182 Leeuwpoort Street, Boksburg.

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

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

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

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

7. Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale on written notice to the effect and the purchaser shall forfeit for the benefit of the Execution Creditor the deposit referred to in paragraph 3 above without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this 31st day of August 1995.

J. L. Jordaan, for Austin Jordaan, 94 Howard Avenue, Benoni. (Tel. 421-7128.) (Ref. M. England/Rene Blankers.)

Saak 1404/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Benjamin James Lauwrens,** Eksekusieskuldenaar

Ter uitwinning van 'n vonnis gedateer 14 Maart 1994 deur die Landdroshof Springs, en 'n lasbrief vir eksekusie, sal die hierondervermelde eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van die Landdroshof, Springs, op Vrydag, 20 Oktober 1995 om 15:00, by die kantore van die Balju van die Landdroshof, Springs, geleë te Vierde Straat 66, Springs, op voorwaardes wat deur die Balju van die Landdroshof, Springs, gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, Springs, voor die verkoping ter insae sal lê:

Erf 1536, Springs-uitbreiding, Dorpsgebied IR, Provinsie Gauteng, gehou kragtens Akte van Transport T53310/1993, groot 495 (vierhonderd vyf-en-negentig) vierkante meter.

Die volgende verbeteringe skyn op die eiendom te wees, maar niks in hierdie verband word gewaarborg nie: Steengebou met sinkdak, drie slaapkamers, sitkamer, kombuis, badkamer, twee buitekamers, buitetoilet en motorafdak.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans betaalbaar teen registrasie van transport met 'n bank- of bougenootskap- of ander aanneembare waarborg wat verskaf moet word binne een-en-twintig (21) dae vanaf datum van die verkoping. Vendukoste is betaalbaar deur die koper die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju van die Landdroshof, Springs, vir 'n belangstellende.

Gedateer te Springs op hierdie 31ste dag van Augustus 1995.

W. Rossouw, vir Rossouw & Rossouw, Prokureur vir Eksekusieskuldeiser, Vyfde Straat 60, Springs. (Verw. mnr. Rossouw/il/4259.)

Saak 5034/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Boswild Botha,** Eerste Eksekusieskuldenaar, en **Johanna Francis Botha,** Tweede Eksekusieskuldenaar

Ter uitwinning van 'n vonnis gedateer 7 Augustus 1995 deur die Landdroshof, Spring, en 'n lasbrief vir eksekusie, sal die hieronder vermelde eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van die Landdroshof, Spring, op Vrydag, 20 Oktober 1995 om 15:00, by die kantore van die Balju van die Landdroshof, Spring, geleë te Vierde Straat 66, Springs, op vir voorwaardes wat deur die Balju van die Landdroshof, Springs, gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, Springs, voor die verkoping ter insae sal lê:

Erf 1584, Geduld-uitbreiding-dorpsgebied, IR, provinsie Gauteng, gehou kragtens Akte van Transport T20658/93, groot 495 (vierhonderd vyf-en-negentig) vierkante meter.

Die volgende verbeteringe skyn op die eiendom te wees maar word niks in hierdie verband gewaarborg nie: Huis wat gepleister is met sinkdak, drie slaapkamers, sitkamer, kombuis, motorhuis en buitekamer.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg wat verskaf moet word binne 21 (een-en-twintig) dae vanaf datum van die verkoping. Vendukoste is betaalbaar deur die koper die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju van die Landdroshof, Springs, vir belangstellendes.

Gedateer te Springs op hierdie 31ste dag van Augustus 1995.

W. Rossouw, vir Rossouw & Rossouw, Prokureur vir Eksekusieskuldeiser, Vyfde Straat 60, Springs. (Verw. mnr. Rossouw/il/5164.)

Saak 963/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eksekusieskuldeiser, en **M. L. D. C. Goncalves,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 20 Maart 1995 toegestaan is, op 6 Oktober 1995 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 3085, geleë in die dorpsgebied Uitbreiding 16, Witbank, Registrasieafdeling JS, Transvaal, groot 1 548 (een vyf vier agt) vierkante meter, gehou kragtens Akte van Transport 17162/84, straatadres Jacobslaan 8, Uitbreiding 16, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet, No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings, ensovoorts op die eiendom asook rente op die koopprys soos deur die skuldeiser bepaal.

Geteken te Witbank op hierdie 4de dag van Mei 1995.

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

Saak 3294/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eksekusieskuldeiser, en **J. L. Kruger,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 20 Julie 1995, sal hierdie ondervermelde eiendom geregtelik verkoop word op 29 September 1995 om 11:00, voor die Landdroskantoor, Klopperstraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, naamlik:

Sekere Gedeelte 2 van Erf 137, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 1 039 (eenduisend en nege-en-dertig) vierkante meter, gehou kragtens Transportakte No. 4087/1981, onderhewig aan alsodanige voorwaardes as wat in die gemelde Akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Smutslaan, Rustenburg.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Geteken te Rustenburg op hede die 11de dag van Augustus 1995.

Breytenbach, Prinsloo Ing., Breytenbach Prinsloo-gebou, Burgerstraat, Posbus 75, Rustenburg. (Verw. mnr. Prinsloo/LS/TK9.)

CAPE • KAAP

Case 4837/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **John Brown,** married in community of property to Annie Brown, Defendant

In terms of a judgment given in the Magistrate's Court at Somerset West, on 5 February 1992 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 244, Somerset West, in the Area of the Transitional Metropolitan Substructure of Somerset West, Division of Stellenbosch, Western Cape Province, measuring 347 square metres, held by Deed of Transfer T50497/91, also known as 26 Albatross Crescent, Paardevlei, Somerset West, will be sold in execution on 10 October 1995 at 10:20, at 26 Albatross Crescent, Paardevlei, Somerset West, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Somerset West, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within 14 days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.

4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Lounge, kitchen, bathroom, toilet and two bedrooms.

Dated at Somerset West this 25th day of August 1995.

P. du Toit, for Morkel & De Villiers Inc., Second Floor, Boland Bank Building, 139 Main Street, P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 30136/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Thomas Georg Felix Koschorrek,** First Defendant, and **Dorothe Marieluise Koschorrek,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town, and writ of execution dated 27 January 1993, the property listed hereunder, and commonly known as 126 Raats Drive, Oceanside, Table View, will be sold in execution at the premises on Tuesday, 3 October 1995 at 11:30, to the highest bidder:

Erf 14100, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 577 square metres.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 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 21st day of August 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.1316.)

Case 17777/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Cape of Good Hope Bank Ltd,** Judgment Creditor, and **Catherine Anne van Straaten,** Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 3 October 1995 at 10:30, and at the property of the following immovable property:

Erf 11091, Milnerton, in the Municipality of Milnerton, Division of Cape, in extent 754 square metres, held by Deed of Transfer T43222/87, situated at 68 Pentz Drive, Table View, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A double storey residential dwelling of brick construction under a pitch tiled roof consisting of lounge, kitchen, four bedrooms, bathroom, study and double garage.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town, and at the offices of the undermentioned auctioneers:

Levco Group, Chris Willemse Park, corner of Peter Barlow Drive and Strand Road, Stikland, Cape.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Case 9872/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Limited,** Judgment Creditor, and **K. McDowell, C. G. McDowell** and **A. M. E. McDowell,** Judgment Debtors

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, 5 October 1995 at 09:30, at the property of the following immovable property:

Erf 13965, Cape Town, at Woodstock, measuring 112 square metres, held by the Judgment Debtors under Deed of Transfer T19076/92, also known as 44 Fairview Road, Woodstock, Cape, and comprising a single-storey dwelling with two bedrooms, bathroom, kitchen and lounge.

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 deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town, and at the offices of the undermentioned auctioneers:

Paramount Auctioneers, Fourth Floor, 71 Bree Street, Cape Town. (Tel. 23-6257.) (Ref. S. Penkin.)

A bond/s will be available to an approved purchaser/s.

Herold Gie Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ddt.)

Case 1196/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **ABSA Bank Limited,** trading as Trust Bank *versus* **Fata Morgana Properties CC**

The following property will be sold in execution by public auction held at 441 Redhill Road, Simon's Town, to the highest bidder on 4 October 1995 at 09:30:

Remainder Erf 441, Simon's Town, in the area of the Transitional Metropolitan Substructure of Simon's Town, Cape Division, Province of the Western Cape, in extent 2 344 (two thousand three hundred and forty-four) square metres, held by Deed of Transfer T3881/1983, situated at 441 Redhill Road, Simon's Town.

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, three lounges, four bedrooms, four bathrooms, kitchen, scullery and two flats: 1 bedroom, lounge, kitchen, bathroom/toilet, 2 bedrooms, lounge, kitchen and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 25th day of August 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case 508/95

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

Nedcor Bank Limited *versus* **Mabandla Humphrey Mpofu** and **Landela Girlie Mpofu**

In pursuance of a judgment dated 31 March 1995 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 29 September 1995 at 15:00:

Erf 620, Summerstrand, in the Municipality and Division of Port Elizabeth, in extent 1 606 (one thousand six hundred and six) square metres, situated at 3 Tilbury Street, Summerstrand, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a slate roof, consisting of four bedrooms, three bathrooms, two lounges, dining-room, family room, kitchen, two garages, swimming-pool and a jacuzzi.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on 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 centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) plus VAT, are also payable on date of sale.

Dated on the 29th day of August 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 23566/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Gert Johannes Nell** and **Delene Nell**

In pursuance of a judgment dated 18 August 1994 and an attachment on 14 September 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 29 September 1995 at 14:15:

Erf 2114, Mount Road, Municipality and Division of Port Elizabeth, in extent 255 (two hundred and fifty-five) square metres, situated at 38 Brock Road, Mount Road Township, Port Elizabeth:

While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge, dining-room, kitchen and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court South, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) 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 (twenty-one) days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) plus VAT] are also payable on date of sale.

Dated on the 29th day of August 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 8015/95

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

In the matter between **ABSA Bank Limited,** trading as Trust Bank *versus* **Robert Joseph Hughes** and **Betty Eirven Hughes**

The following property will be sold in execution by public auction held at 30 Gelucks Street, Sybrand Park, to the highest bidder on 5 October 1995 at 12:00:

Erf 29809, Cape Town at Mowbray, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 625 (six hundred and twenty-five) square metres, held by Deed of Transfer T45099/94, situated at 30 Gelucks Street, Sybrand Park.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offly before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, entrance hall, lounge, dining-room, kitchen, bathroom/toilet, servant's quarters, bathroom/toilet and garage.

Payment: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 21st day of August 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case 15881/94

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Pamela Anne Witney,** First Judgment Debtor, and **Edmund Robert Witney,** Second Judgment Debtor

In pursuance of a judgment granted on 12 May 1995, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 9 October 1995 at 10:00, at 31 P. J. Liebenberg Street, Welgelegen:

Description: Erf 18432, Parow, in the Municipality of Parow, Cape Division, in extent 880 (eight hundred and eighty) square metres, postal address 31 P. J. Liebenberg Street, Welgelegen.

Improvements (not guaranteed): Dwelling: Three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and double garage.

Held by Deed of Transfer No. 20160/85.

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 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow on this the 17th day of August 1995.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z58519/HVN/Mrs Wolmarans.)

Case 1343/95

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 **C. M. Peter,** First Judgment Debtor, and **N. Peter,** Second Judgment Debtor

In pursuance of a judgment granted on 10 April 1995 in East London Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 September 1995 at 09:00, to the highest bidder:

Place of sale: 25 Kitchener Road, Cambridge West, East London.

Description: Erf 4030, East London, Municipality and Division of East London, situated at 25 Kitchener Road, Cambridge West, East London, in extent 1 133 (one one three three) square metres.

Improvements: Dwelling and outbuildings.

Held by: Deed of Transfer TT2310/1993.

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 purchasers 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 purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers 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 on this the 4th day of August 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Mr L. D. Kemp/CG/Z00056.)

Case 1810/95

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 **Luwethe Siyali,** Judgment Debtor

In pursuance of a judgment granted on 10 April 1995 in East London Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 September 1995 at 09:30, to the highest bidder:

Place of sale: 14 Radcliffe Crescent, Haven Hills, East London.

Description: Erf 39484, East London, Municipality and Division of East London, situated at 14 Radcliffe Crescent, Haven Hills, East London, in extent 225 (two two five) square metres.

Improvements: Dwelling.

Held by: Deed of Transfer T4101/1993.

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 purchasers 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 purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers 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 on this the 7th day of August 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Mr L. D. Kemp/CG/Z00054.)

Case 981/95

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 **T. Scheepers,** First Judgment Debtor, and **C. J. Scheepers,** Second Judgment Debtor

In pursuance of a judgment granted on 13 April 1995 in East London Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 September 1995 at 11:30, to the highest bidder:

Place of sale: 11 Gately Street, Southernwood, East London.

Description: Erf 22804, East London, Municipality and Division of East London, situated at 11 Gately Street, Southernwood, East London, in extent 662 (six six two) square metres.

Improvements: Servants' quarters only.

Held by: Deed of Transfer T3105/1992.

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 purchasers 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 purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers 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 on this the 7th day of August 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Mr L. D. Kemp/CG/Z00055.)

Case 1714/95

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 **M. M. Nkosi,** Judgment Debtor

In pursuance of a judgment granted on 18 April 1995 in East London, Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 September 1995 at 10:30, to the highest bidder:

Place of sale: 35 Rosedale Road, Amalinda, East London.

Description: Erf 19960, East London, Municipality and Division of East London, situated at 35 Rosedale Road, Amalinda, East London, in extent 1 081 (one zero eight one) square metres.

Improvements: Dwelling, outbuildings and swimming-pool.

Held by: Deed of Transfer T3741/1993.

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 purchasers 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 that the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the 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 purchasers 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 on this the 7th day of August 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Mr L. D. Kemp/CG/Z00058.)

Case 1595/95

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 **N. M. Mabutyana,** First Judgment Debtor, and **L. H. Mabutyana,** Second Judgment Debtor

In pursuance of a judgment granted on 24 April 1995 in East London, Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 September 1995 at 10:00, to the highest bidder:

Place of sale: 23 Coetzee Street, Saxilby, East London.

Description: Erf 1341, East London, Municipality and Division of East London, situated at 23 Coetzee Street, Saxilby, East London, in extent 1 002 (one zero zero two) square metres.

Improvements: Dwelling, basement and swimming-pool.

Held by: Deed of Transfer T6182/1992.

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 purchasers 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 that the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the 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 purchasers 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 on this the 7th day of August 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Mr L. D. Kemp/CG/Z00059.)

Case 27579/94

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

In the matter between **Transitional Metropolitan Substructure of Cape Town,** Plaintiff, and **Ferial Behardien** (now Fortune), Defendant

The following will be sold in execution on Thursday, 12 October 1995 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 38893, Cape Town at Athlone, in extent 419 (four hundred and nineteen) square metres, held by Deed of Transfer T6622/1978, situated at 37 Bilston Road, Crawford, Cape.

1. The following improvements are reported but not guaranteed: Dwelling consisting of brick walls under tiled roof, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the standard rate currently 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 a 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 offices of the Sheriff.

Dated at Athlone on this 4th day of August 1995.

A. J. Lucke, for H. Mohamed & Associates, Attorneys for Plaintiff, NRB House, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/mm15/56190/95.)

Case 2452/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Transitional Metropolitan Substructure of Cape Town,** Plaintiff, and **Steven John Heinrich Punt,** Defendant

The following will be sold in execution on Wednesday, 4 October 1995 at 11:00, in front of the Magistrate's Court for the District of Simon's Town, to the highest bidder:

Erf 85006, Cape Town, in extent 636 (six hundred and thirty-six) square metres, held by Deed of Transfer T544/1958, situated at 12 Mashie Street, Lakeside, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Three bedrooms, bathroom, kitchen, lounge, two garages and swimming-pool.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the standard rate currently 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 a 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 offices of the Sheriff.

Dated at Athlone on this 2nd day of August 1995.

A. J. Lucke, for H. Mohamed & Associates, Attorneys for Plaintiff, NRB House, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/mm15/56188/95.)

Case 20656/93
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IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local)

In the matter between **Fedlife Assurance Limited,** Plaintiff, and **Freddie Desmond Lottering,** Defendant

Pursuant to a judgment of the above Honourable Court, dated 30 November 1993, and a warrant of execution for immovable property dated 19 January 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 2 October 1995 at 10:00, at 25 Novic Street, Niensfontein, Kuils River:

Certain: Erf 8134, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, situation 25 Novic Street, Niensfontein, Kuils River.

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

Improvements: A single-storey dwelling consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms and a half bathroom.

Outbuildings: Garage.

Area: 670 square metres.

Property's held: Under Deed of Transfer T46452/88.

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

Dated at Johannesburg on this the 22nd day of August 1995.

R. Reichman-Israelsohn, for Israelsohn & Friedman, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) [Ref: F(1350/Coll/PM/LB.)

Case 23620/90

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

Nedcor Bank Limited *versus* **R. F. Cleophas**

The property: Erf 80731, Cape Town at Southfield, situated in the City of Cape Town, Cape Division, in extent 402 square metres, situated at 22 Ashford Road, Heathfield.

Improvements (not guaranteed): Brick dwelling, lounge, dining-room, two kitchens, three bedrooms, two bathrooms, granny flat consisting of lounge, kitchen, bedroom, bathroom, outside toilet and garage.

Date of sale: 2 October 1995 at 14:00.

Place of sale: 22 Ashford Road, Heatfield.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per centum) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 28881/90

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

Nedcor Bank Limited *versus* **C. P. Jordan**

The property: Erf 5411, Grassy Park at Grassy Park, situated in the Local Area of Grassy Park, Administrative District of the Cape, in extent 469 square metres, situated at 35 Le Roux Avenue, Grassy Park.

Improvements (not guaranteed): Single dwelling, brick walls under a tiled roof consisting of lounge, kitchen, three bedrooms, bathroom, toilet and garage.

Date of sale: 2 October 1995 at 12:00.

Place of sale: 35 Le Roux Avenue, Grassy Park.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per centum) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 18482/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Louisa Aletta van der Westhuizen,** Defendant

The undermentioned property will be sold in execution at the premises at 105 Duff Street, Parow Valley, on 4 October 1995 at 10:45:

Erf 14053, Parow, in the area of the Transitional Metropolitan Substructure of Parow, Western Cape Province situated at 105 Duff Street, Parow Valley, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T43212/1992, comprising three bedrooms, kitchen, lounge, bathroom, toilet, double garage and tiled roof.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and rules.

10% (ten per centum) of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville, and will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/19604.)

Case 2190/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Limited,** trading as Trust Bank, Plaintiff, and **Fundiswa Yeki,** in her capacity as the executrix of the deceased **Estate J. N. Yeki,** Defendant

In pursuance of a judgment of the above Honourable Court, dated 20 March 1995, and a warrant of execution against immovable property issued pursuant thereto, the undermentioned property will be sold in execution on 4 October 1995 at 09:30, at 11 Villa Rosa, St Georges Road, Southernwood, East London.

1. Section No. 11 (Eleven) as shown and more fully described on Sectional Plan SS1/1991 in the Scheme known as SS Villa Rosa, in respect of the land and building or buildings situated at 11 Villa Rosa, St Georges Road, Southernwood, East London, in the Municipality of the City of East London, of which section the floor area according to the said sectional plan is in extent 63 (six three) square metres.

2. An undivided share in the common property in the Scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, which unit is held by Deed of Transfer ST2047/1993.

Nothing in regard to the properties or any buildings which may be erected is guaranteed.

The conditions of sale subject to which the property will be sold and will lie for inspection at the office of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, from the date of publication of this notice.

Dated at East London on this 23rd day of August 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. (Ref. Mr L. Kemp/JED/Z18594.)

Saak 5853/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Nedcor Bank Bpk.,** Eksekusieskuldeiser, en **C. J. Bodenstein,** Eerste Eksekusieskuldenaar, en **J. J. Lambrecht,** Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros Bellville en lasbrief vir eksekusie teen goed gedateer 29 Junie 1995, sal die ondervermelde eiendom op 15 September 1995 om 10:00, op die perseel te Tafelbergweg 10, Kraaifontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 12784, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 271 vierkante meter, gehou kragtens Transportakte T44399/1992, bestaande uit oop plan sitkamer kombuis, drie slaapkamers en badkamer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bellville nagesien word.

Gedateer te Kaapstad op hierdie Woensdag, 23 Augustus 1995.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. LVT/jg/E17608.)

Saak 2309/95

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Louhen Bemarking BK,** Eiser, en **N. Ntsiko,** Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof op en 'n lasbrief vir eksekusie uitgevoer op 28 Julie 1995, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 12 Oktober 1995 om 11:00, te Landdroskantore, Durbanstraat, Uitenhage:

Sekere stuk grond synde Erf 3209, kwaNobuhle, Uitenhage, geleë in die plaaslike oorgangsraad en afdeling kwaNobuhle, Uitenhage, groot 576 vierkante meter.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Sizanistraat 14, kwaNobuhle, Uitenhage, met sekere verbeterings daarop aangebring.

Voorwaardes van verkoop:

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

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant by ondertekening van hierdie voorwaardes en betaalbaar aan die Balju vir die Landdroshof, asook Balju vir die Landdroshof se afslaersfooi.

2. (b) Die balans teen transport verseker te word deur middel van goedgekeurde bank of bouverenigingswaarborge ten gunste van die Vonnisskuldeiser en/of sy genomineerdes by die Balju vir die landdroshof ingehandig te word binne een-en-twintig dae na datum van verkoping, welke waarborge op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Al die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid.

Gedateer te Uitenhage op hede die 23ste dag van Augustus 1995.

Baard Lessing & Kie, Prokureurs vir Eiser, Bairdstraat 14B, Posbus 903, Uitenhage, 6230.

Case 2950/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of SA Limited,** Plaintiff, and **Fabian** and **Denise Joanne Mohamed,** Defendents

The following property will be sold in execution by public auction held at 30 Ramini Street, Brackenfell, to the highest bidder on Monday, 2 October 1995 at 11:45:

Erf 10557, Brackenfell, in the area of the Transitional Metropolitan Substructure of Brackenfell, Cape Division, Province of the Western Cape, in extent 288 square metres, held by Deed of Transfer T80475/94, situated at 30 Rimini Street, Brackenfell.

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 at 29 Northumberland Road, Bellville.

2. The following information is furnished but not guaranteed: A single-storey dwelling built of brick walls under a tiled roof comprising three bedrooms, en-suite, lounge, kitchen, bathroom and toilet and double garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 16,25% (sixteen 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 23rd day of August 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1530/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Plaintiff, and **Nico Francois Botha,** Defendant

In pursuance of a judgment dated 11 August 1995 and attachment, the following immovable property will be sold by the Sheriff of the Supreme Court at 37 Church Street, Humansdorp, by public auction on Friday, 22 September 1995 at 11:00:

Erf 167, Paradysstrand, in the area of Jeffreys Bay Transitional Council, Division of Humansdorp, Eastern Cape Province, in extent 694 square metres, situated at Erf 167, Paradysstrand.

While nothing is guaranteed, it is understood that the property is vacant land.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, 37 Church Street, Humansdorp.

Terms: 10% (ten per cent) on 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 14 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 at Uitenhage on this 23rd day of August 1995.

J. S. Levy & Levy, Plaintiff's Attorneys, Suite 301, SA Permanent Building, Caledon Street, Uitenhage. (Ref. L. Butlion/ls.)

Case 12311/95

IN THE MAGISTRATE'S COURT FOR THE DISCRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Fidelity Bank Limited,** Plaintiff/Execution Creditor, and **Shakil Ahmad Kader,** First Defendant/Execution Debtor, and **Rabia Kader,** Second Defendant/Execution Debtor

In execution of the judgment of the Magistrate's Court of Wynberg, in the above matter, a sale will be held ond Wednesday, 4 October 1995 at 12:00, at 48 Middel Road, Rylands Estate, of the followng immovable property:

Certain land situated at remainder Erf 36969, Cape Town, at Athlone, in the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of Western Cape, measuring 481 (four hundred and-eithty-one) square metres, held by Deed of Transfer T81807/91, also known as 48 Middel Road, Rylands Estate.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: Double-storey consisting of brick walls under slate roof, lounge, dining-room, kitchen, five bedrooms, bathroom and garage.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of sale and the balance (with interest at the rate of 18,25% (eighteen komma twenty five per cent) per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from date of sale.

The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on this the 23rd day of August 1995.

The Sheriff of the Magistrate's Court, Wynberg.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. P. E. Whelan/hb/43736.)

Saak 21662/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **I. E. Hanekom,** Eiseres, en **S. W. A. Hanekom,** Verweerder

Geliewe hiermee kennis te neem dat die onderstaande vaste eiendom per publieke veiling verkoop sal word op Vrydag, 29 September 1995 om 10:00, te Wavernenstraat 16, Tulbach, Wes-Kaap Provinsie, onderhewig aan die verkoopvoorwaardes wat ter insae lê by dr. C. P Bezuidenhout, Van der Stelstraat 58, Tulbach, Tel. (0236 30-0183:

Die eiendom is resterende gedeelte van Erf 369, Tulbagh, groot 2 630 m^2, gehou kragtens Akte van Transport T68442/1993 deur Schalk Willem Andries Hanekom (Identiteitsnommer 4708205007002), geleë te Waverenstraat 16, Tulbagh.

Die eiendom bestaan uit die volgende: Sitkamer, eetkamer, kombuis, spens, drie slaapkamers, badkamer, toilet, dubbel garage, bediendekamer.

Geteken te Pretoria op hierdie die 17de dag van Augustus 1995.

Shapiro & De Meyer Ing., Prokureurs vir Eisers, Shapirogebou, Bureaulaan, Pretoria. (Verw. L. Shapiro/mev. van Olst/Ho.)

Saak 7061/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Boland Bank Beperk,** Eiser, en **mnr. A. D. Arendse,** Eerste Verweerder, en **mev. H. Arendse,** Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Woensdag, 4 Oktober 1995 om 10:00, te Herculusstraat 13, Newton, Wellington:

Erf 6470, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 537 (vyfhonderd sewe-en-dertig) vierkante meter, gehou kragtens Transportakte T45264/85 synde 'n woonhuis geleë te Herculusstraat 13, Newton, Wellington.

Veilingvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Laddroshowe en die reëls daarvolgens uitgevaardig en van die titelbewys insoverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 19,25% (negentien komma vyf-en-twintig persent) per jaar bereken vanaf datum van besit tot datum va betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju geleë te Hoofweg 42E, Wellington, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Saak 1041/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

In die saak tussen **mnr. André Solomons,** Eksekusieskuldeiser, en **mnr. Majiet Williams,** Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Mitchells Plain en lasbrief tot uitwinning gedateer 5 Augustus 1994, sal die volgende eiendom in eksekusie verkoop word, op die perseel van Cullodonstraat 23, Strandfontein Village, Strandfontein, Mitchells Plein, op Donderdag, 12 Oktober 1995 om 10:00, aan die hoogste bieër:

Sekere Erf 37858, Mitchells Plein, in die munisipaliteit Kaapstad, grootte 270 (twee honderd-en-sewentig) vierkante meter, gehou kragtens Transportakte T21456/1987; ook bekend as Cullodonstraat 23, Strandfontein Village, Stransfontein, Mitchells Plein.

Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Drie slaapkamers, bad/toilet, sitkamer en kombuis.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieër verkoop word.

2. *Betaling:* Tien persent (10%) van die koopprys sal kontant betaal word ten tye van die verkoping en die volle saldo daarna tesame met rente teen die heersende koers van tyd tot tyd vasgestel en bereken op die bedrag van die Vonnisskuldeiser/Eksekusieskuldeiser se vordering (en in geval daar enige voorkeurskuldeisers, is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien dae vanaf datum van die verkoping afgelewer moet word.

3. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word en lê ter insae in die kantoor van die Balju.

Geteken te Bellville op hierdie 24ste dag van Augustus 1995.

D. J. Smit, Niehaus & Vennote, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Balray Arkade, Durbanweg 39, Bellville. (Tel. 948-4801.) (Verw. E. J. Niehaus/ths/S104.)

Case 32/95

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

ABSA Bank Limited, trading as Trust Bank, *versus,* **Johan le Roux**

The following property will be sold in execution at the site of the property, Erf 1197, Laaiplek, Bronwen Drive, Port Owen, Western Cape, on Friday, 6 October 1995 at 11:00, to the highest bidder:

Erf 1197, Laaiplek, in extent 895 square metres, held by T56098/1987, situated at Erf 1197, Laaiplek, Bronwen Drive, Port Owen, Western Cape.

1. The following improvements are reported but not guaranteed: Vacant land.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,25% (one eight comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of the sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 133859/gt.)

Case 46/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Bracken Court Body Corporate,** Plaintiff, and **Nicolaas Stephanus van Niewenhuizen,** Defendant

The following will be sold in execution at 11:00, on 2 October 1995, on site to the highest bidder:

Unit 13, Scheme No. 176SS, Bracken Court, 60 (sixty) square metres, held by Deed of Transfer ST367/1990, situated at 14 Bracken Court, Saul Street, Brackenfell.

1. The following improvements are reported but not guaranteed: Dwelling: Sectional title apartment consisting of two bedrooms, lounge, kitchen and bathroom.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,5% (fifteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of the 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.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 1309/95

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Tom Plaatjies,** Eiser, en **Johannes Abrahams,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 11 Mei 1995, sal die hiernagemelde vaste eiendom geregtelik verkoop word op Vrydag, 29 September 1995 om 10:30, op die perseel te Zebraweg 2468, 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 9836, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, grootte 313 vierkante meter, Transportakte T62864/93.

Verbeterings: Twee slaapkamers, kombuis, sitkamer, badkamer en stoorkamer.

Sonering: Skakelhuis.

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 veilingsdatum afgelewer te word by die afslaer.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die afslaer synde Wagener, p.a. Pocock & Bailey, Kerkstraat 117, Oudtshoorn, en by die kantoor van die Balju, Adderleystraat 42, Oudtshoorn.

Gedateer te Oudtshoorn op hierdie 18de dag van Augustus 1995.

Pocock & Bailey, Prokureurs vir Eiser, Kerkstraat 117, Posbus 58, Oudthoorn. [Tel. (0443) 28-8911.] (A. J. Wagener/9718.)

Case EL 772/94

IN THE SUPREME COURT OF SOUTH AFRICA

(East London Circuit Local Division)

In the matter between **Standard Bank of South Africa Limited** (62/00738/06), Plaintiff, and **Vuyile Benjamin Dloboyi,** First Defendant, and

Nosipo Yvonne Dloboyi, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (East London Circuit Local Division) and writ of execution dated 2 March 1995 by the above Honourable Court, the following property will be sold in execution on Friday the 29 September 1995 at 10:00, by the Sheriff of the Court, at:

(a) Section 5 as shown and more fully described on Sectional Plan SS1/1994 in the scheme known as Seaside Mansions in respect of the land and building or buildings situated at East London, Municipality of East London of which the floor area, according to the said sectional plan is 74 (seventy-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 by the said sectional plan, commonly known as 5 Seaside Mansions, Norden Street, Quigney, East London, held by Deed of Transfer ST3412/1994.

The property consisting of usual buildings/outbuildings. *Description:* Two bedroomed flat.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office at, 18 Moore Street, Quigney, East London.

4. The Plaintiff or Plaintiff's attorneys an/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this the 22nd day of August 1995.

Drake Flemmer & Orsmond Inc., Fifth Floor, N B S Building, 15 Terminus Street, East London, P.O. Box 44. (Tel. 2-4210.) (Ref. N. B. Orsmond/RWS268/G26104.)

Case 46725/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **M. C. Tajoodien,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 10 October 1995 at 10:00, in front of the Magistrate's Court for the District of Wynberg to the highest bidder:

Erf 110022 (portion of Erf 36758), Cape Town at Athlone, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T50148/90, situated at 26 Cissy Gool Avenue, Hatton Estate, Athlone, vacant land.

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

2. A deposit of ten per centum (10%) of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z16812.)

Case 4427/95

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

In the matter between **The Standard Bank of SA Limited,** Plaintiff, and **Michele Taljaard,** Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood dated 16 May 1995 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises to the highest bidder on Monday, 2 October 1995 at 11:00:

Erf 735, Goodwood, in the Area of the Transitional Metropolitan Substructure of Goodwood, Cape Division in the province of the Western Cape, in extent 694 (six hundred and ninety-four) square metres, street address 12 Bluitendag Street, Monte Vista.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Tile roof, brick walls, lounge, kitchen, three bedrooms, bathroom and separate toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsies River.

4. Payment shall be effected as follows:

Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,75% (fifteen comma seven five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/df/N171073.)

Case 11513/95

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

In the matter between **HPE Plumbing Supplies CC,** Plaintiff, and **S. J. Scheffer,** trading as Scheffer Plumbers, Defendant

In pursuance of a judgment in the Court of the Magistrate of Bellville, the following will be sold in execution on Friday, 09:30 on 6 October 1995, on site to the highest bidder:

Erf 18198, Bellville, in the Area of the Transitional Metropolitan Substructure of Bellville, Cape Division, in the province of the Western Cape, in extent 425 (four hundred and twenty-five) square metres, held by Deed of Transfer T11200/1992, situated at 39 Banjo Walk, Belhar, Cape.

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

2. A deposit of ten per centum (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

3. The balance [plus interest at the current rate of 15,5% (fifteen comma five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001, c/o Pienaar Posthumus & Co., 120 Voortrekker Road, Parow. (Ref. C. D. Middlebrook/W02840.)

Case 40303/94

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

In the matter between **Susan Mary Halliday,** Plaintiff, and **Anwhar Adams,** Defendant

In execution of a judgment of the Magistrate's Court for the District of Wynberg in the above matter, a sale will be held in front of the premises, at 18 Penguin Crescent, Grassy Park, Cape, on Wednesday, 4 October 1995 at 14:00, of the following immovable property:

Erf 10427, Grassy Park, Division of the Cape, in extent 467 square metres, consisting of a single dwelling with brick walls and a tiled roof with three bedrooms, kitchen, lounge, bathroom and toilet.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots as it stands, and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option, pay a deposit of 10% (ten per centum) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff for the Magistrate's Court, Wynberg.

Dated at Cape Town this day of August 1995.

Herbsteins, 17th Floor, 2 Long Sreet, Cape Town. (Tel. 418-3333.) (Ref. BH/dee/h26137.)

Case 43277/93

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

In the matter between **Southern Life Association Limited,** Judgment Creditor, *versus* **Cecil Gordon,** Judgment Debtor

The following will be sold in execution on 4 October 1995 at 10:00, at the Wynberg Court-house:

Erf 121325, Cape Town at Retreat in the Transitional Metropolitan Substructure of Cape Town, Cape Division in the province of the Western Cape, in extent 276 (two hundred and seventy-six) square metres, held by Deed of Transfer 68701/88 dated 23 November 1988, situated at 13 Cardross Grant Street, Cafda Village, 7945.

1. The following improvements are reported but not guaranteed: Brick dwelling consisting of approximately two bedrooms, bathroom, kitchen and lounge.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 21,75% (twenty-one comma seven five per centum) per annum calculted 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, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. DJM/lw/107236.)

Case 9099/93

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

In the matter between **T. van Tonder,** Plaintiff, and **B. L. Banda,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley and a warrant of execution dated 24 October 1994 the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 5 October 1995 at 10:00:

Certain: Erf 5871, situated in Galeshewe and District of Kimberley, measuring 463 (three six three) square metres, held by Deed of Transfer T6814/93, also known as 24 Phakedi Street, Galeshewe, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: House.

Ten per centum (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Dated at Kimberley on this 28th day of August 1995.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

Case 790/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town,** Plaintiff, and **Sally van Wyk,** Defendant

The following will be sold in execution on 3 October 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain to the highest bidder:

Erf 31724, 181 (one hundred and eighty-one) square metres, held by Deed of Transfer T27873/1992, situated at 77 Oberon Crescent, Eastridge, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Semi-detached dwelling under asbestos roof consisting of two bedrooms, kitchen, lounge, dining-room and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by an 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 offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 3237/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Helen Claire Tweedley,** Defendant

In pursuance of a judgment in the Magistrate's Court of George and a warrant of execution dated 24 August 1995 the property hereunder listed will be sold in execution by Van Rensburgs Properties and Auctions on 3 October 1995 at 12:00, to the highest bidder, at the premises, being:

Erf Remaider of Erf 8480, situated in the Municipality and Division of George, measuring 1,4748 hectares, held by Deed of Transfer T1658/88 (also known as Saasveld Road, Glenwood, George).

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

House consisting of four bedrooms, two and a half bathrooms, three toilets, lounge, dining-room, kitchen, pantry, study, guest room with half bathroom and two garages.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the date of sale to the Sheriff, George and the balance together with interest thereon at the rate of 17,25% (seventeen comma two five per centum) per annum from date of sale to date of registration of transfer shall be paid to the Sheriff, George, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Van Rensburgs Properties and Auctions and also Millers Incorporated, 123 Meade Street, George and at the offices of the Sheriff, 36A Wellington Street, George.

Dated at George on this 28th day of August 1995.

Millers Incorporated, Plaintiff's Attorneys, 123 Meade Street, George. (Ref. FB/AB/N1172m/N403/ORP1.)

Case 17730/95

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Mathias Jedicke,** First Judgment Debtor, and **Heidi Kuhn Jedicke,** Second Judgment Debtor

In pursuance of a judgment granted on 12 June 1995, in the Wynberg Magistrate's Court, the following property will be sold to the highest bidder on 10 October 1995 at 10:00, at Wynberg, Court-house:

Description: Erf 5476, Hout Bay in the Local Area of Hout Bay, Cape Division, in extent eight hundred and three (803) square metres.

Postal address: Corner of Gilbratar and Sluysken Roads, Hout Bay.

Improvements: Vacant plot (not guaranteed), held by Deed of Transfer 16331/91.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 17,25% (seventeen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee fourteen (14) days of the date of sale.

Dated at Parow this 29th day of August 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.]

Case 201/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Seugnet Botha,** born Mulder, formerly Englebrecht, Plaintiff, and **Dawid Herculaas Botha,** Defendant

In pursuance of a judgment of the above Honourable Court dated 20 March 1995, the property listed hereunder will be sold in execution on Friday, 29 September 1995 at 15:00, at the Foyer, 15 Rink Street, Central, Port Elizabeth, to the highest bidder and for cash:

Erf 1964, Hunters Retreat, in the Municipality and Division of Port Elizabeth, measuring 812 square metres, held by Deed of Transfer T12515/1988.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance agains transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on the 23rd day of August 1995.

S. K. Gough, for Rushmere Noach Inc., Plaintiff's Attorneys, 21 Chapel Street, Port Elizabeth. [Tel. (041) 557788.) (Ref. S. K. Gough/af/W23832.)

Saak 48518/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trust Bank, Eiser, en **Benedict Wilfred Slinger (Z12265),** Verweerder

In die gemelde saak sal 'n veiling gehou word op Vrydag, 6 Oktober 1995 om 10:00, op die plek te Malvastraat 15, Kroonvale, Graaff-Reinet:

Erf 3150, Graaff-Reinet, in die munisipaliteit Graaff-Reinet, afdeling Kaap, groot 446 vierkante meter, gehou deur die Verweerder kragtens Transportakte T75431/88.

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 titelakte.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 20,25% (twintig komma twee vyf persent) per annum op die bedrag van die Eiser se eis, en in die geval van enige Preferente skuldeiser, dan ook die rente betaalbaar op sodanige Preferente skuldeiser se eis en op die balans, indien enige, is 20,25% (twintig komma twee vyf persent) per annum, 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 (alhoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer asook 'n dubbel motorhuis.

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, Graaff-Reinet en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 25ste dag van Augustus 1995.

T. R. de Wet, vir Marais Muller, Prokureur vir Vonnisskuldeiser, 19de Verdieping, Cartwright's Corner-gebou, Adderley-straat, Kaapstad.

Case 35834/93

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

In the matter between **Barnee Builders CC,** Execution Creditor, and **Mr C. P. Reid,** Execution Debtor

The following property will be sold voetstoots and without reserve in execution by Public Auction outside the Mitchells Plain Court-house, Mitchells Plain, to the highest bidder on 5 October 1995 at 09:00:

Erf 18575, Mitchells Plain, in extent one hundred and sixty (160) square metres.

Address: 6 Pearl Street, Rocklands, Mitchells Plain.

Conditions of sale:

1. *The following information is furnished but not guaranteed:* Brick building, tiled roof, two bedrooms, lounge, kitchen, toilet/bathroom, garage semi-detached.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.

3. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of sixteen per cent (16%) per annum from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

W. D. Baxter, for Buchanan Boyes, 64 Church Street, Wynberg.

Case 2092/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **Adam Felix,** First Applicant, and **Emelie Mitha Felix,** Second Applicant, and **Christiaan Louis Nortier and Five Others,** First Respondent

In pursuance of a judgment dated 21 September 1994 and an attachment made thereunder, the following immovable property will be sold at the Sheriff's Office, 37 Church Street, Humansdorp, by public auction, on Friday, 6 October 1995 at 11:00:

Erf 0000071, Kruisfontein, in the Municipality and Division of Humansdorp, in extent 1,5208 hectares.

While nothing is guaranteed it is understood that the property consists of a vacant piece of land in extent 1,5208 hectares, with no outbuildings thereon.

The conditions of sale may be inspected at the Sheriff's Office, 37 Church Street, Humansdorp.

Terms: 10% (ten per cent) deposit on date of sale, the balance including Value-Added Tax (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 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 R100, are also payable on date of sale.

Dated at Port Elizabeth on this 29th day of August 1995.

Heine Ungerer, Plaintiff's Attorneys, Security Place, corner of Hancock and Market Streets, North End, Port Elizabeth (Ref. R. Bojanic/nd.)

Case 7665/94

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

In the matter between **The Southern Life Association Ltd,** Plaintiff, and **Alvin Anthony Heslop,** Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Kuilsriver, dated and warrant of execution dated, the following will be sold in execution at 10:45, on the premises being:

Certain land situated at Scottsdene, Stellenbosch, being Erf 210, measuring 630 (six hundred and thirty) square metres, held under Deed of Transfer T24338/1984 dated 10 May 1984, also known as 62 Sydow Street, Bernadino Heights, Kraaifontein.

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. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, lounge, kitchen, bathroom and single garage.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the execution creditor's conveyancers.

3.3 Interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 15,5% (fifteen comma five per cent) per annum from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

2. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town this 23rd day of August 1995.

Silberbauers Inc., Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek Street, Cape Town. (Ref. Mrs Greeff/H26.)

Saak 2969/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nywerheidsraad vir die Bounywerheid WP,** Eiser, en **M. Dickson,** Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Dinsdag, 3 Oktober 1995 om 09:00, te Arnoldstraat 20, Cloetesville, Stellenbosch:

Erf 7251, Stellenbosch, geleë in die munisipaliteit en afdeling Stellenbosch, groot 380 (driehonderd en tagtig) vierkante meter, gehou kragtens Transportakte T23971/1994, synde 'n woonhuis geleë te Arnoldstraat 20, Cloetesville, Stellenbosch.

Veilingvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die titelbewys insoverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 15,5% (vyftien komma vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju te Bergville 116, Victoriastraat, Stellenbosch, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Case 16165/95

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Fred Andrew Koopman,** First Execution Debtor, and **Marjorie Edwina Koopman,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 17 July 1995 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 4 October 1995 at 10:00:

Erf 11911, Parow, in the area of the Transitional Metropolitan Substructure, Parow, Cape Division, Western Cape Province, in extent 598 (five hundred and ninety-eight) square metres.

Street address: 184 Christian Street, Ravensmead, Parow.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom/w.c./shower, w.c., two servants' rooms and kitchen.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereof at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 2 September 1995.

W. de Braal, Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 912/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Francois Pierre Reynaud,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Somerset West, dated 28 March 1994, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 10 October 1995 at 12:00:

Erf 5438, Somerset West, in the area of the Municipality of Somerset West, Stellenbosch Division, Western Cape Province, in extent 1 093 (one thousand and ninety-three) square metres.

Street address: 15 Kirkia Street, Somerset West.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Double-storey dwelling with entrance hall and lounge, kitchen, five bedrooms, two bathrooms/w.c./shower, two garages, w.c./shower, store, flat and fibre glass swimming-pool.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 5 Church Street, Somerset West.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 2 September 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 10749/94

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

In the matter between **First National Bank of SA Limited,** Plaintif, and **J. H. Herholdt,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood, and writ of execution issued pursuant thereto the property/property hereunder will be sold in execution on Thursday, 12 October 1995 at 10:00, at 194 Radio Road, Klipheuwel, to the highest bidder:

Erf 191, Klipheuwel, situated in the Administrative District of the Cape, in extent 7 727 (seven thousand seven hundred and twenty-seven) square metres.

Erf 192, Klipheuwel, situated in the Administrative District of the Cape, in extent 7 420 (seven thousand four hundred and twenty) square metres.

Erf 193, Klipheuwel, situated in the Administrative District of the Cape, in extent 7 122 (seven thousand one hundred and twenty-two) square metres.

Erf 194, Klipheuwel, situated in the Administrative District of the Cape, in extent 6 810 (six thousand eight hundred and ten) square metres, held by Deed of Transfer T23157/1987, situated at 194 Radio Road, Klipheuwel.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, granny flat with shower, dining-room, study, upstairs living room and double garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance together with interest thereon at 15,25% (fifteen comma two five per cent) per annum from and including the date of sale to an including date of payment, calculated daily and compounded monthly, shall be paid in cash against registration of transfer, which amounts are to be secured by approved bank or building society 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.

Kessler & De Jager, Plaintiff's Attorneys, 100 Voortrekker Road, Goodwood.

Saak 17271/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **V. Senekal,** Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 14 Junie 1995, sal die ondergemelde eiendom verkoop word op 29 September 1995 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth Noord:

Erf 656, Parsonsvallei, geleë in die Munisipaliteit en Afdeling van Port Elizabeth, groot 840 (agthonderd en veertig) vierkante meter, gehou kragtens Transportakte T56109/93, ook bekend as Hermitagelaan 15, Bridgemead, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis is, bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers, gesinskamer, motorafdak en bediendekamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 25ste dag van Augustus 1995.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 16671/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **A. M. Janse van Vuuren,** Eerste Verweerder, en **B. P. Janse van Vuuren,** Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 7 Junie 1995, sal die ondergemelde eiendom verkoop word op 29 September 1995 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth Suid:

Erf 1499, Fairview, geleë in die Munisipaliteit en Afdeling van Port Elizabeth, groot 720 (sewehonderd en twintig) vierkante meter, gehou kragtens Transportakte T73044/92, ook bekend as Pineweg 55, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis is, bestaande uit twee slaapkamers, sitkamer, kombuis, drie kwart badkamer en enkelmotorhuis.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 25ste dag van Augustus 1995.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 2326/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **M. M. Enslin,** Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 12 Mei 1995, sal die ondergemelde eiendom verkoop word op 29 September 1995 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 1739, Fairview, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 712 (sewehonderd en twaalf) vierkante meter, gehou kragtens Transportakte T78484/93, ook bekend as Eugene Maraissingel 5, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis is bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 25ste dag van Augustus 1995.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 9216/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **W. A. Enslin,** Eerste Verweerder, en **L. Enslin,** Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 17 Mei 1995, sal die ondergemelde eiendom verkoop word op 29 September 1995 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid.

Erf 2655, Fairview, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 240 (tweehonderd-en-veertig) vierkante meter, gehou kragtens Transportakte T96550/93, ook bekend as Gustav Prellerstraat 29, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis is bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 25ste dag van Augustus 1995.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 28982/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **C. R. Bain,** Eerste Verweerder, en **Y. C. Bain,** Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 6 Oktober 1995 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 2640, Fairview, in the munisipaliteit en afdeling Port Elizabeth, groot 250 (tweehondered-en-vyftig) vierkante meter, gehou kragtens Transportakte T94923/93, ook bekend as Pine Glades 24, Totiusweg, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingwoonhuis met klinkermure en teëldak is bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 30ste dag van Augustus 1995.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 3618/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **J. P. de Lange,** Eerste Verweerder, en **G. N. de Lange,** Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 6 Oktober 1995 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid.

Erf 1488, Fairview, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 720 (sewehonderd-en-twintig) vierkante meter, gehou kragtens Transportakte T42498/92, ook bekend as Alba-Bouwersingel 10, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis is bestaande uit drie slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 30ste dag van Augustus 1995.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 3625/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **F. A. Webb,** Eerste Verweerder, en **N. A. N. Webb,** Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 6 Oktober 1995 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 1735, Fairview, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 826 (agthonderd ses-en-twintig) vierkante meter, gehou kragtens Transportakte T1557/93, ook bekend as Totiusweg 12, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baskteenwoonhuis is bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 30ste dag van Augustus 1995.

Stutling Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 2603/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **Johnny** en **Valerie Gelderbloem,** Eksekusieskuldenaars

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie gedateer 10 Augustus 1995, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 28 September 1995 om 10:30, te die Landdroskantore, Yorkstraat, naamlik:

Erf 2958, Pacaltsdorp, in die munisipaliteit Pacaltsdorp, afdeling George (ook bekend as Carnationstraat 40, Pacaltsdorp), groot 359 vierkante meter, gehou kragtens Transportakte T58905/94.

Verbeterings: Twee slaapkamers, sitkamer, kombuis en badkamer.

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 bieër 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 kooprys, 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 verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oodragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 31ste dag van Augustus 1995.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak 5621/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **Victor Norman Barnabas Edgar** en **Katrina Johanna Edgar,** Eksekusieskuldenaars

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie gedateer 18 Julie 1995, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 28 September 1995 om 10:00, te die Landdroskantore, Yorkstraat, naamlik:

Erf 2214, Pacaltsdorp, in die munisipaliteit Pacaltsdorp, afdeling George (ook bekend as Stagrylaan 4, Pacaltsdorp), groot 847 vierkante meter, gehou kragtens Transportakte T26731/94.

Verbeterings: Drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers en motorhuis.

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 bieër 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 16,25% (sestien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oodragkoste, agterstallige grondbelasting en heffings, asook grondbelasting en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 28ste dag van Augustus 1995.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 3424/93

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

In the matter between **Garden Route Chalets (Pty) Limited,** First Plaintiff, and **GRC Marina Share Block Limited,** Second Plaintiff, and **Garth Charles King,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Knysna, the following will be sold in execution on 3 October 1995 at 10:00, at 6 Falcon Avenue, Electric City, Eerste Rivier, to the highest bidder:

Erf 6279, Blue Downs, 405 (four hundred and five) square metres, held by Deed of Transfer T60017/1989, situated at 5 Falcon Avenue, Electric City, Eerste River, consisting of three bedrooms, kitchen, lounge, bathroom, toilet, but not guaranteed.

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

2. A deposit of ten per centum (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 18,5% (eighteen comma five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Northumberland Street, Bellville, Kuils River.

C. J. Ballan & Co., Plaintiff's Attorneys, First Floor, Melville Centre, Main Road, Knysna.

Saak 240/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trust Bank, Eiser, en **Henk Lourens van der Westhuizen Trust,** Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 16 April 1993, en 'n lasbrief tot uitwinning van roerende goed gedateer 19 Julie 1995, sal die ondergemelde onroerende eiendom deur die Balju van die Hooggeregshof vir die distrik Upington, per publieke veiling in eksekusie verkoop word aan die hoogste bieër voor die Landdroskantore te Upington, op Woensdag, 4 Oktober 1995 om 10:00:

Die eiendom wat verkoop word, is die volgende:

Sekere Gedeelte 25, van die plaas Tellerie, Plaas 251, geleë in die afdeling Gordonia, groot 8055,3668 ha (agtduisend en vyf-en-vyftig komma drie ses ses agt hektaar), gehou kragtens Transportakte T305/1983.

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: Normale kampe, water installerings, damme, krippe, woonhuis en arbeidshuise.

Verkoopvoorwaardes: Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank of bouvereniging of ander waarborg. Die eiendom word verkoop sonder 'n reserweprys, maar onderhewig aan die goedkeuring van die Eiser binne veertien (14) dae na datum van die verkoping. Verdere verkoopvoorwaardes kan geïnspekteur word ten kantore van die Balju van die Hooggeregshof te Upington.

Gedateer te Kimberley op hierdie 1ste dag van September 1995.

Elliott, Maris, Wilmans & Hay, Prokureurs vir Eiser, Grondvloer, Cheapside, Posbus 179, Kimberley. (Verw. mnr. Haddad/rj/H2299.)

Case 3158/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town,** Plaintiff, and **Lennard Booise,** Defendant

The following will be sold in execution on 10 October 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 21217, portion of Erf 21328, Mitchells Plain, 306 (three hundred and six) square metres, held by Deed of Transfer T5822/90, situated at 2 Lepanto Close, Strandfontein Village, Mitchells Plain, 7785.

1. *The following improvements are reported but not guaranteed: Dwelling:* Three bedrooms, bath/toilet, kitchen, lounge and dining-room.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z00065.)

Saak 11096/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Kevin Jack Thomas,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 26 September 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 9 Oktober 1995 om 11:00, op die perseel te Erf 5537, Keurbergweg 47, Bishop Lavis, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 5537, Matroosfontein, in die gebied van die Metropolitaanse Oorgangsubstruktuur, Matroosfontein, afdeling Kaap, provinsie van die Wes-Kaap, groot 281 vierkante meter, gehou kragtens Transportakte T83916/92.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur 'n woonhuis met asbesdak, baksteenmure, sitkamer, kombuis, drie slaapkamers, badkamer en aparte toilet.

Die eiendom kan geïnspekteur word in oorleg met die Afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Goodwood (Tel. 932-7126).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Goodwood (Tel. 932-7126.)

Datum: 1 September 1995.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. CJV/RB/2008.)

Saak 7519/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Boland Ingenieurs & Trekkerdienste,** Eiser, en **O. P. Lategan,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendomme voor die Landdroskantore van Oudtshoorn op 13 Oktober 1995 om 10:00, aan die hoogste bieder verkoop word:

1. Restant van die plaas Boplaas 225, afdeling Oudtshoorn, Provinsie Wes-Kaap, groot 21,5230 (een-en-twintig komma vyf twee drie nul) hektaar.

2. Restant Gedeelte 5 van die plaas Zeekoe Rivier 229, afdeling Oudtshoorn, Provinsie Wes-Kaap, groot 28,3870 (agt-en-twintig komma drie agt sewe nul) hektaar.

3. Restant Gedeelte 4 van die plaas Zeekoe Rivier 229, afdeling Oudtshoorn, Provinsie Wes-Kaap, groot 35,4191 (vyf-en-dertig komma vier een nege een) hektaar.

4. Restant Gedeelte 7 van die plaas 105, afdeling Oudtshoorn, Provinsie Wes-Kaap, groot 37,7056(sewe-en-dertig komma sewe nul vyf ses) hektaar.

5. Gedeelte 5 van die plaas 105, afdeling Oudtshoorn, Provinsie Wes-Kaap, groot 1,1135 (een komma een een drie vyf) hektaar.

6. Gedeelte 9 van die plaas Lategaans Kloof 104, afdeling Oudtshoorn, Provinsie Wes-Kaap, groot 10,8951 (tien komma agt nege vyf een) hektaar.

7. Restant van die plaas Lategaans Kloof 104, afdeling Oudtshoorn, Provinsie Wes-Kaap, groot 32,4175 (twee-en-dertig komma vier een sewe vyf) hektaar.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 20% (twintig persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 21 dae vanaf die verkoopdatum vir die balans van genoemde koopprys. In geval van Eiser self die koper is sal die voorwaardes ten opsigte van die 20% (twintig persent) deposito nie van toepassing wees nie.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Oudtshoorn.

Gedateer te Worcester op die 6de dag van September 1995.

Conradie & Vennote, Prokureur vir Eiser, Stockenströmstraat 23, Worcester.

Case 6412/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** Plaintiff, and **Johannes Francois de Wet,** Defendant

The undermentioned property will be sold in execution at the premises at 4 Constantia Close, Durbanville, on 3 October 1995 at 11:30:

Erf 4920, Durbanville, in the area of the Transitional Metropolitan Substructure of Durbanville, Western Cape Province, in extent 1 161 (one thousand one hundred and sixty-one) square metres, comprising three bedrooms, two bathrooms, lounge, dining-room, kitchen, laundry and incomplete double garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholders prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court of Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. (Tel. 945-3646.) (Ref. K. G. Kemp/lvs/19441.)

Case 6412/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** Plaintiff, and **Johannes Francois de Wet,** Defendant

The undermentioned property will be sold in execution at the premises at 4 Constantia Close, Durbanville, on 3 October 1995 at 11:30:

Erf 4920, Durbanville, in the area of the Transitional Metropolitan Substructure of Durbanville, Western Cape Province, in extent 1 161 (one thousand one hundred and sixty-one) square metres, comprising three bedrooms, two bathrooms, lounge, dining-room, kitchen, laundry and incomplete double garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the officed of Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. (Tel. 945-3646.) (Ref. K. G. Kemp/lvs/19441.)

Case 6504/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** Plaintiff, and **Edward Abrahams,** First Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 28 September 1995 at 11:00, on site to the highest bidder:

Erf 5802 (portion of Erf 5724), Kuils River, 667 (six hundred and sixty-seven) square metres, held by Deed of Transfer T31709/87, situated at 47 Railway Street, Kuils River.

Four bedrooms, two bathrooms, lounge, dining-room, kitchen, laundry, TV-room and double garage.

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

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z00301.)

Saak 32287/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Tashreek Jacobs,** Eerste Verweerder, en **Yasmin Jacobs,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 28 Oktober 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 6 Oktober 1995 om 14:15, by die nuwe geregshowe, Noordeinde, Port Elizabeth, 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 1482, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 702 (sewehonderd en twee) vierkante meter, gehou kragtens Transportakte T12197/92, ook bekend as Pineweg 54, Overbaakens, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sitkamer/kombuis, drie slaapkamers en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734).

Betaalvoorwaardes: 10% (tien persent) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureurs en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopsvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734).

Datum: 4 September 1995.

Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z23821.)

Case 1789/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Linda Joy Sharpe,** Defendant

In pursuance of a judgment of the Magistrate's Court of Simon's Town, and writ of execution dated 20 July 1995, the property listed hereunder and commonly known as 16 Richard Road, Milkwood Park, Noordhoek, will be sold in execution at the premises on Wednesday, 4 October 1995 at 15:30, to the highest bidder:

Erf 831, Noordhoek, in the Local Area of Sunnydale, Cape Division, in extent 675 (six hundred and seventy-five) 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, main en suite, open plan lounge kitchen, one and a half 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, Simon's Town, 131 St. George's Street, Simon's Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 31st day of August 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N. 2009.)

Saak 27909/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **M. Holmes**, Eiser, en **W. J. Thorpe**, Verweerder

Die volgende eiendom sal in eksekusie verkoop word op die perseel op 4 Oktober 1995 om 11:30, aan die hoogste bieër:

Erf 5463, Parow, munisipaliteit Parow, afdeling Kaap, groot 496, gehou kragtens Transportakte T66629/92, geleë te Andries Pretoriusstraat 112, Parow.

1. Die volgende verbetering word gemeld maar nie gewaarborg nie: Woonhuis dubbelverdieping, drie slaapkamers, sitkamer, eetkamer, kombuis, aparte toilet en badkamer.

2. *Betaling:* Tien per centum (10%) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 16,25% (sestien komma twee vyf persent) per jaar bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die datum van verkoping afgelewer moet word.

3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Van Dyk & Kie., Prokureurs vir Eiser, McIntyrestraat 26, Parow, 7500. (Verw. INV/ma/h15.)

NATAL

Case 985/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited,** Execution Creditor, and **Rinahof CC,** First Execution Creditor, and **T. S. Hatherall,** Second Execution Creditor

In pursuance of a judgment on 30 April 1993, in the Port Shepstone Magistrate's Court, and under warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 13 October 1995 at 11:00, at the front of the Magistrate's Court, Port Shepstone:

Description: The following information is furnished regarding the property, but is not guaranteed: Lot 1709, Uvongo Extension 3, situated in the Borough of Uvongo and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres, held under Deed of Transfer T6209/1987.

Improvements: Dwelling under brick and slate roof consisting of main-on suite bedroom, kitchen, dining-room, carport, two bedrooms, lounge and bathroom. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the Sheriff's commission in cash on the day of the sale and the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court, within fourteen (14) days after the date of sale, to be approved by the Execution Creditor's attorneys.

3. The purchaser shall be liable for payment of interest at the rate as set down from time to time by the Execution Creditor as prevailing from time to time on the amount of the Execution Creditor's claim, to the Execution Creditor from the date of sale to date of transfer in accordance with the plan for distribution.

4. Transfer shall be affected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, costs of cancellation of the existing bond, transfer duty costs current and any arrear rates, taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 17 Riverview Road, Sunwichport, Tel. 8-3303, Port Shepstone.

Dated at Port Shepstone on this the 29th day of August 1995.

Grobler & Seethal, Attorneys for Plaintiff, The Chambers, 68 Escombe Street, P.O. Box 73, Port Shepstone. [Tel. (0391) 2-2403.] (Ref. Mrs Trent/lt.)

Case 9058/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Plaintiff, and **Mr Paul Hartley,** First Defendant, and **Mrs Ntombizanele June Rose Hartley,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 22 March 1995, in the above-mentioned suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban Central, in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 29 September 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff, and may be inspected at his office at 21 Stafmayer House, Beach Grove, Durban, namely:

Lot 155, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 1 490 (one thousand four hundred and ninety) square metres, which property is physically situated at 844 Sarnia Road, Sea View, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T25597/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile and asbestos dwelling consisting of entrance hall, lounge, two dining-rooms, seven bedrooms, two kitchens, two bathrooms/basin/toilet, two toilets, two stoeps, garage, servant's room and toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per 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 16,25% (sixteen comma two five per centum) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this 28th day of August 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/005676/A332/Mrs Chetty)

Case 23048/90

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

In the matter between **Nedperm Bank Limited,** Execution Creditor, and **Cyprian Thulani Ngubane,** First Execution Debtor, and **Veronica Delisile Ngubane,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg dated 27 November 1990, the following immovable property will be sold in execution on 29 September 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 269, Sobantu, Administrative District of Natal, in extent 298 (two hundred and ninety-eight) square metres, situated at 158 Jubilee Street, Sobantu, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of brick under tiled roof, consisting of lounge, three bedrooms, bathroom and kitchen.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 28th day of August 1995.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 4779/92

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

In the matter between **Nedperm Bank Limited,** Execution Creditor, and **Ernest Nyoni Mhlongo,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg dated 27 March 1992, the following immovable property will be sold in execution on 29 September 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 52 (of 1) of Lot 797, Edendale, situated in the Administrative District of Natal, in extent 836 (eight hundred and thirty-six) square metres, situated at Subdivision 52 of Lot 797, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under tiled roof, consisting of lounge, dining-room, three bedrooms, bathroom and kitchen.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 28th day of August 1995.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 5804/93

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

In the matter between **Nedperm Bank Limited,** Execution Creditor, and **Kevin Janse van Rensburg,** First Execution Debtor, and **Theresa Lorraine Janse van Rensburg,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 19 April 1993 the following immovable property will be sold in execution on 29 September 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

A Unit consisting of:

(a) Section 4, as shown and more fully described in Sectional Plan SS226/1981, in the scheme known as Mervede in respect of the land and building or buildings situated at Pietermaritzburg of which the floor area, according to the said sectional plan is forty-seven (47) 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 Flat 2, Mervede, 251 Berg Street, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A ground floor flat constructed of brick under iron roof, consisting of bedroom, bathroom, kitchen, lounge and servant's quarters.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal, and interested partiers are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 31st day of August 1995.

Tatham Wilkes & Company, Execution Creditors' Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 1486/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Shynmugam Gopal Chetty,** First Defendant, and **Vimla Chetty,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following property will be sold in execution on Friday, 29 September 1995 at 09:30, at 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash:

Subdivision 5430 (of 5400), of the farm Northdale 14914, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, in extent three hundred and sixty (360) square metres.

The following information is furnished regarding the property but is not guaranteed:

1. A single-storey brick dwelling, consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

2. The property is situated at 60 Ginger Road, Bombay Heights, Pietermaritzburg, Natal.

3. The property is zoned Special Residential and has been improved by the construction of a dwelling thereon.

The conditions of sale may be inspected at the offices of the Sheriff aforesaid during normal business hours.

Dated at Pietermaritzburg on this the 17th day of August 1995.

M. E. Cajee, for Cajee & Associates, Plaintiff's Attorneys, 360 Loop Street, Pietermaritzburg.

Case 6273/95

IN THE MAGISTRATE'S COURT OF THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited,** Plaintiff, and **Neville Anthony Brennan,** Defendant

In pursuance of a judgment in the Court of the Magisterial District at Pietermaritburg dated 29 March 1995 the following immovable property will be sold in execution on 13 October 1995, 11:00 at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 67 (of 1) of Lot 1518, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and thirty-eight (338) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 34 Syringa Road, Woodlands, Pietermaritzburg, which property consists of land improved by a double-storey dwelling house under brick and tile, comprising three bedrooms, one and a half bathrooms, shower, two w.c.'s, lounge, dining-room, kitchen with a front porch and balcony. Outbuilding comprises two garages, w.c. and shower.

Material condition of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested partiers amy contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 30th day of August 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case 35735/94

IN THE MAGISTRATE'S COURT OF THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Panjalay Lazarus,** First Execution Debtor, and **Ivan Lambert Lazarus,** Second Execution Debtor

In pursuance of judgment granted on 22 August 1994, in the Durban Magistrate's Court and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 3 October 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: Subdivision 11 of Lot 364, Springfield, situated in the City of Durban, Administrative District of Natal, measuring four hundred and sixty-four (464) square metres.

Postal address: 16 Ribes Place, Springfield, Durban, 4091.

Improvements: Brick under tile dwelling consisting of: Lounge/dining-room, kitchen, five bedrooms, shower/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 Magistrates 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, and 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, 4001, or at our offices.

Dated at Durban on this the 21st day of August 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/016/034737/Mrs Chetty.)

Case 2473/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASLTE

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Thoko Silvia Mbhele,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 28 June 1994, the undermentioned property will be sold in execution on 4 October 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site Unit 8707, Unit E, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

2. The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 21st day of August 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 1607/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Anand Govender,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Thursday, 22 June 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Dundee on the steps of the Magistrate's Court, Gladstone Street, Dundee, KwaZulu/Natal, on Friday, 29 September 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 58 Gladstone Street, Dundee, KwaZulu/Natal, namely:

Lot 864, Dundee Township, situated in the Borough of Dundee and in the Dundee/Glencoe Regional Water Services, County of Klip River, Province of Natal, in extent 2 023 (two thousand and twenty-three) square metres, which property is physically situated at 5 Old Acre Street, Dundee, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T13323/1982.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling, brick under tile, consisting of a porch, lounge, dining-room, three bedrooms, kitchen, bathroom and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 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 17,25% (seventeen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this 23rd day of August 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 047285/94

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

In the matter between **ABSA Bank Limited** trading as United Bank, Judgment Creditor, and **Smithfield Properties Pty Ltd,** Judgment Debtor

In pursuance of judgment granted on 7 October 1994, in the Durban, Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10 October 1995 at 14:00, at Durban, Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

1. *Description:* Lot 5, Kenville, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and twenty four (724) square metres. *Postal Address:* 26 Smithfield Road, Kenville, 4051.

Improvements:

First Level: Lounge, dining-room, kitchen, pantry, tv-lounge, prayer room, bathroom w.b., toilet, bedroom and balcony.

Second Level: Four bedrooms, bathroom, toilet, w.b., lounge and dining-room, and kitchen. *Under Cover:* Car park, servants' quarters, room and toilet.

Held by the Defendant in its name under Deed of Transfer T15241/1979.

2. *Description:* Subdivision 1 of Lot 335, Kenville, situated in the City of Durban, Administrative District of Natal, in extent eight hundred and eighty three (883) square metres.

Postal Address: 4 Crown Road, Kenville, 4051.

Improvements: Dwelling consisting of brick and slab roof.

(a) *Flat 1:* Bedroom, lounge and dining-room, kitchen, bathroom, toilet, w.b. and balcony.

(b) *Flat 2:* Bedroom, lounge and dining-room, kitchen, bathroom, toilet, w.b. and balcony.

(c) *Flat 3:* Bedroom, lounge and dining-room, kitchen, bathroom, toilet, w.b. and balcony.

(d) *Flat 4:* Bedroom, lounge and dining-room, kitchen, bathroom, toilet, w.b. and balcony.

(e) *Crown Hair Salon:* Toilet w.b.: Downstairs and store-room.

(f) *Crown Butchery:* Stainless steel sink, cold room, toilet, w.b. *Downstairs:* Store-room.

(g) *Crown One Stop:* Toilet, w.b. *Downstairs:* Store-room.

(h) *Crown Fruiters:* Toilet, w.b. *Downstairs:* Store-room.

(i) *Out-Building:* Room with asbestos roof.

Held by the Defendant in its name under Deed of Transfer T16170/1981.

3. *Description:* Lot 13 of 834 Durban North, in extent one thousand and forty-eight (1048) square metres.

Postal Address: 120 Smithfield Road, Kenville, 4051.

Improvements: Vacant land.

Held by the Defendant in its name under Deed of Transfer T23964/1993.

4. *Description:* Lot 14 of 834 Durban North, in extent nine hundred and ninety-eight (998) square metres.

Postal Address: 120 Smithfield Road, Kenville, 4051.

Improvements: Vacant land.

Held by the Defendant in its name under Deed of Transfer T23964/1993.

5. *Description:* Lot 15 of 834 Durban North, in extent nine hundred and eighty-four (984) square metres.

Postal address: 120 Smithfield Road, Kenville, 4051.

Improvements: Vacant land.

Held by the Defendant in its name under Deed of transfer T23964/1993.

6. *Description:* Lot 16 of 834 Durban North, in extent one thousand and ninety-five (1095) square metres.

Postal address: 120 Smithfield Road, Kenville, 4051.

Improvements: Vacant land.

Held by the Defendant in its name under Deed of Transfer T23964/1993.

7. *Description:* Lot 17 of 834 Durban North, in extent one thousand and ten (1010) square metres.

Postal address: 120 Smithfield Road, Kenville, 4051.

Improvements: Vacant land.

Held by the Defendant in its name under Deed of Transfer T23964/1993.

8. *Description:* Lot 18 of 834 Durban North, in extent one thousand and thirty-six (1036) square metres.

Postal address: 120 Smithfield Road, Kenville, 4051.

Improvements: Vacant land.

Held by the Defendant in its name under Deed of Transfer T23965/1983.

9. *Description:* Lot 19 of 834 Durban North, in extent nine hundred and twenty-seven (927) square metres.

Postal address: 120 Smithfield Road, Kenville, 4051.

Improvements: Vacant land.

Held by the Defendant in its name under Deed of Transfer T23965/1983.

10. *Description:* Lot 20 of 834 Durban North, in extent nine hundred and fifty-two (952) square metres.

Postal address: 120 Smithfield Road, Kenville, 4051.

Improvements: Vacant land.

Held by the Defendant in its name under Deed of Transfer T23965/1983.

11. *Description:* Lot 23 of 834 Durban North, in extent nine hundred and fifty-seven (957) square metres.

Postal address: 120 Smithfield Road, Kenville, 4051.

Improvements: Vacant land.

Held by the Defendant in its name under Deed of Transfer T23965/1983.

12. *Description:* Lot 24 of 834 Durban North, in extent nine hundred and twenty-six (926) square metres.

Postal address: 120 Smithfield Road, Kenville, 4051.

Improvements: Vacant land.

Held by the Defendant in its name under Deed of Transfer T23965/1983.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban, 4001.

Dated at Durban on this the 23rd day of August 1995.

Browne Brodie & Co, Plaintiff's Attorneys, 11th Floor, United Building, 291 Smith Street, Durban, 4001, P.O. Box 714, Durban, 4000. [Telephone: (031) 304-7614/5.] (Ref. JMG/ZK/U.035793/112.)

Case 3213/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Spar Group Limited,** Plaintiff, and **Contantinos Eustratiou,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 29 May 1995 and a writ of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Humansdorp, on 6 October 1995 at 11:00, at 37 Kerk Street, Humansdorp. The sale is not subject to a reserve price:

Property description: Erf 382, Cape St Francis, in the local area of Cape St Francis, Administrative District Humansdorp, in extent 803 square metres as will appear more fully from General Plan TP9574 held by Deed of Transfer T48903/1986.

Physical address of property: Grosvenor Street, Cape St Francis. *Zoning:* Residential.

Improvements to property:

The property is vacant land.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, immediately after the sale. The balance of the purchase price is payable on transfer and is to be secured by a bank guarantee approved by the Execution Creditor's attorneys and furnished to the Sheriff of the Supreme Court, Humansdorp, within fourteen (14) days after the date of sale.

3. Payment of any Value Added Tax which may be applicable in terms of Act 89 of 1991 shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor/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 Conveyancer nominated by the Execution creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection charges (if any), taxes, levies and other charges necessary to effect transfer on request by the said conveyancer.

6. The full conditions of sale may be inspected at the offices of the Sheriff, Humansdorp, 37 Kerk Street, Humansdorp.

Dated at Durban on this the 25th day of August 1995.

Henwood, Britter & Caney, Plaintiff's Attorneys, Ninth Floor, Fedlife House, 320 Smith Street, Durban. [Telephone. (031) 304-3621.] (Ref. Mr C. Glendining/SG1.) (Dx 24.)

Saak 1957/86

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Dalinjebo Amos Bhengu,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 14 Augustus 1995 sal die onder vermelde eiendom op 4 Oktober 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 1718, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede hierdie 23ste dag van Augustus 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 3413/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Nikiwe Milileni Cebekhulu,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 29 September 1995 at 9:00, by the Sheriff of the Supreme Court in front of the Magistrate's Court Building, Mtunzini, KwaZulu/Natal, to the highest bidder for cash, without reserve:

Site H1236, Esikhawini, situated in the Township of Esikhawini, District of Ongoye, in extent six hundred and seventy-five (675) square metres held under Deed of Grant GO1150/88.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at H1236, Esikhawini Township, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a three bedroomed dwelling with lounge, kitchen, two bathrooms with toilet.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal during normal office hours.

Dated at Pietermaritzburg on this the 25th day of August 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (P. R. J. Dewes/vmh/S314.)

Case 1326/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Derek Rowney Greenhough,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 29 September 1995 at 10:00, by the Sheriff of the Supreme Court, at the Court-house, Dundee, KwaZulu/Natal, to the highest bidder for cash, without reserve:

Lot 4335, Dundee, situated in the Borough of Dundee and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent eight thousand and ninety four (8 094) square metres held under Certificate of Consolidated Title T3479/91.

The following information relating to the property is furnished but not guaranteed in any way:

The property is situated at 29 Union Street, Dundee, KwaZulu/Natal.

2. The property has been improved as follows:

Main dwelling: Four bedrooms, entrance hall, lounge, dining-room, family room, kitchen, two bathrooms, two toilets, billiard room, breakfast room and conservatory.

Outbuildings: Two garages, three carports, three servants' quarters, store-room and rondavel.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal during normal office hours.

Dated at Pietermaritzburg this 24th day of August 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (P.R. J. Dewes/vmh/S 0286.)

Case 3909/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Louis Michel Delpaul,** First Execution Debtor, and **Ingrid Sharon Delpaul,** Second Execution Debtor

In pursuance of a judgment granted on 12 February 1993, in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution in Tuesday, 3 October 1995, at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 14 of Lot 808, Brickfield, situated in the City of Durban, Administrative District of KwaZulu/Natal, in extent one thousand two hundred and seventy (1 270) square metres, held under Deed of Transfer T15045/91, street address, 37 Collingham Road, Sherwood, Durban.

Improvements: A brick under tile house consisting of lounge, dining-room, three bedrooms (one with built-in wardrobes), kitchen with built-in cupboards, bathroom, toilet, bar lounge, verandah and carport.

Outbuildings: Servant's room and toilet/shower.

Zoning: Special Residential (nothing guaranteed).

Extra outbuilding: Room. Durban corporation water and lights.

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder:

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum to the bondholder, Nedperm Bank Limited (now named Nedcor Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban (Tel. 36-82100.)

Dated at Durban this 23rd day of August 1995.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 1288/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff and **Bonginkosi Mlungwana,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 11 October 1995 at 10:00, at 70 Main Street, Eshowe:

1. (a) *Deeds office description:* Ownership Unit A330, situated in the Township of Sundumbili, District of Inkanyezi, in extent 2 665 (two thousand six hundred and sixty-five) square metres.

(b) *Property description (not warranted to be correct):* Block under cement roof building comprising of three rooms, outbuilding, patio and bathroom/toilet. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. De Ridder/aeh/546/90 (05/K207/546.)]

Case 1653/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff and **Thabani Percival Shangase,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 12 October 1995 at 11:00, at the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A82, situated in the Township of Ngwelezane, District of Nseleni, in extent 9 942 (nine thousand nine hundred and forty two) square feet.

(b) *Property description (not warranted to be correct):* Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge/dining-room, kitchen and bathroom. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the Sheriff's Office, Old Mill Way, Empangeni.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. De Ridder/aeh/875/92 (05/K600/875.)]

Case 4431/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff and **Mbhekeni Phila Mtetwa,** (also known as Phila Mbhekeni Mthethwa, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 12 October 1995 at 11:00, at the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A86, situated in the Township of Nqwelezane, District of Nseleni, in extent 10,800 (ten comma eight nought nought) square feet.

(b) *Property description (not warranted to be correct):* Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the Sheriff's Office, Old Mill Way, Empangeni.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. De Ridder/aeh/82/92 (05/K600/82.)]

Case 5501/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **National Investment Corporation Limited,** Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 20 June 1995, the property listed hereunder will be sold in execution on 6 October 1995 at 10:00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Site A6097, Kwandengezi, situated in the Township of Kwandengezi, District of Mpumalanga, in extent seven hundred and forty-one (741) square metres.

Postal address: Site A6097, Kwandengezi Township, KwaZulu/Natal.

Town planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of: Lounge, kitchen, three bedrooms, bathroom and w.c.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 30th day of August 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/390.)

Case 2566/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Desena Investments (Proprietary) Limited,** First Defendant, **Desmond Ashley Daniel,** Second Defendant, and **Ena May Daniel,** Third Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, at 10:00 on Friday, 6 October 1995:

Description:

Section 9 (nine) as shown and more fully described on Sectional Plan SS263/1985, in the scheme known as Halldene in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban of which the floor area, according to the said Sectional Plan is eighty nine (89) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Sectional Deed of Transfer ST7165/92.

Physical address: 9 Halldene, 24 Riverview Road, Morningside, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A flat consisting of: Entrance hall, lounge/dining-room, two bedrooms, bathroom/toilet, toilet, kitchen, enclosed verandah and two parking bays.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, Natal.

Dated at Durban on this the 15th day of August 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.742/J. C. Jones.)

Case 5661/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Asognath Manichun,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrate's Court, Moss Street, Verulam, at 10:00 on Friday, 29 September 1995:

Description:

Lot 67, Avoca Hills, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and fifty-eight (758) square metres, held under Deed of Transfer T20216/90.

Physical address: 62 Courtown Crescent, Avoca Hills, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey house, brick under tile, with water and electricity, comprising three bedrooms, lounge/dining-room, kitchen with built-in cupboards, toilet and bathroom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Mounview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, Natal.

Dated at Durban on this the 21st day of August 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.4746/mvr.)

Case 11218/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Royeppen Chetty,** First Defendant, and **Fathma Bee Bee Chetty,** Second Defendant

In pursuance of a judgment granted on 14 April 1994 in the above action and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 6 October 1995 at 10:00 at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description:

Lot 309, Caneside, situated in the City of Durban, Administrative District of Natal, in extent 333 square metres.

Address: 5 Oldside Place, Caneside, Phoenix.

Improvements: Block under asbestos semi-detached dwelling comprising two bedrooms, lounge, kitchen, bathroom, toilet together with water and lights 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 cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guaratee.

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/FK/05N011527.)

Case 23/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT eZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **T. J. Mbatha,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 7 July 1995 and a warrant of execution, the undermentioned prperty will be sold in execution on Tuesday, 3 October 1995 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit D1122, eZakheni, in extent 300 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G06496/89.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under asbest roof, comprising two bedrooms, living-room and dining-room combined, bathroom, toilet and washbasin.

Extent: 300.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 3 October 1995 at 15:00, at the Magistrate's Court, eZakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 28th day of August 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF643.)

Case 29/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT eZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **E. M. Mbatha,** Defendant

In pursuance of a jugdment granted in the above Honourable Court on 27 May 1995, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 3 October 1995 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit B2412, eZakheni, in extent 300 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G05224/880.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corruaged iron dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c. and no outbuildings.

Extent: 300.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 3 October 1995 at 15:00, at the Magistrate's Court, eZakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 28th day of August 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF645.)

Case 82/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT eZHAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **A. Z. Ndlovu,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 February 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 3 October 1995 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E2618, eZakheni, in extent 438 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G03282/89.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings: w.c. and shower.

Extent: 4^8.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 3 October 1995 at 15:00, at the Magistrate's Court, eZakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 28th day of August 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF491.)

Case 13534/94

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

In the matter between **Town Treasurer Borough of Pinetown,** Execution Creditor, and **M. D. Fortune,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 23 June 1995 and a warrant of execution issued on 17 July 1995, the following immovable property will be sold in execution on 29 September 1995 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 7339, Pinetown Extension 71, 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 1 637 square metres.

Postal address: 45 Gemini Way, Mariannridge, Pinetown.

Improvements: Vacant ground.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

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 (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 24th day of August 1995.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 11861/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Margaret Mavis Busisiwe Dingile,** Defendant

In pursuance of a judgment granted on 28 March 1995 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 October 1995 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban, Natal:

Descripion: A certain piece of land being Subdivision 323 of Lot 316, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, measuring 679 square metres.

Postal address: 74 Paruk Drive, Effingham Heights.

Improvements: Brick under tile dwelling, double storey: *First floor:* Front: Verandah, lounge, three bedrooms, kitchen and bathroom/toilet. *First floor:* Back: Lounge/kitchen, shower/toilet and bedroom. *Ground floor:* Front: Lounge, kitchen, two bedrooms and bathroom/toilet. *Ground floor:* Back: Lounge, kitchen, two bedrooms and shower/toilet.

Town-planning zoning: Special Residential: Minimum plot size 600 square metres.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditiions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 24th day of August 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL2364.)

Case 31788/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Johannes Barends,** First Defendant, and **Soffe Barends,** Second Defendant

In pursuance of a judgment granted on 5 June 1995 in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 6 October 1995 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Subdivision 64 of Lot 446, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 217 square metres [formerly Subdivision 6067 (of 6003) of the farm Zeekoe Vallei No. 787].

Address: 10 Pouter Place, Alhen Rise, Newlands East.

Improvements: Brick under tile with water and lights, three bedrooms, kitchen, lounge, toilet and bathroom and metal pole fencing.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (2).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/ P. Murugan/ 05N011612.)

Case 34129/95

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

In the matter between **First National Bank of SA Ltd,** Plaintiff, and **Michael Daniel Nelson,** Defendant

In pursuance of a judgment of the Magistrate's Court Durban, dated 29 June 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, Durban South, on 28 September 1995 at 10:00, in front of the Magistrate's Court, North Facing Entrance, without reserve:

Property description: Lot 2417, Kingsburgh (Extension 12), situated in the Borough of Kingsburgh and in the Port Natal Ebhodwe Joint Services Area, Administrative District of Natal, in extent 1 147 (one thousand one hundred and forty-seven) square metres held under Deed of Transfer T20588/94 subject to the conditions therein contained.

Physical address of property: 21 Post Looper Circle, St Winifreds, Kingsburgh.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Brick and tile house consisting of main en-suite (shower, toilet, basin), three bedrooms, two lounges, dining-room, kitchen, bathroom (bath, basin, tiled), garage attached to house, outside toilet and shower and partly fenced.

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 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, Durban South, within fourteen (14) days after the date of the sale.

3. 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.

4. 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, VAT and other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Legaton, 40 St George's Street, Durban.

Dated at Durban on this the 7th day of August 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15T858.B4A4.)

Case 1458/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Allied Building Society Limited** (No. 87/02375/06), Execution Creditor, and **David Kidd Investments CC** (CK 91/19801/23), Execution Debtor

In pursuance of a judgment granted on 8 July 1992, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 20 October 1995 at 10:00, at the front entrance of the Magistrates' Courts Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale.

Description: Lot 574, Ballitoville, situated in the Dolphin Coast Transitional Local Council Area and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand and twelve (1 012) square metres.

Improvements: Brick under tile dwelling, consisting of three bedrooms (one en suite), bathroom/toilet, sauna and change room, lounge, dining-room, kitchen, game room, closed in terrace, swimming-pool, jacuzzi, garage at the bottom of the house.

Improvements done to the best ability of Deputy Sheriff.

Physical address: 7 Elizabeth Drive, Ballito.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.

4. The balance of the purchase price is payable against transfer of the property, to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

5. The purchaser shall be liable for payment of interest at the rate of 18,25% (eighteen comma two five per cent) per annum to the Execution Creditor and at the rate of 20% (twenty per cent) per annum to the bondholder in respect of Mortgage Bond B43328/1993, from the date of sale to the date of registration of transfer.

6. The transfer shall be effected by attorneys Laurie C. Smith Incorporated 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.

7. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Stanger, and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 28th day of August 1995.

Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/A.218/COLLS.)

Case 3588/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (trading as Trust Bank), Plaintiff, and **Robert John Lee,** Defendant

In pursuance of a judgment in the Supreme Court of South Africa, Durban and Coast Local Division, dated 9 June 1995, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the Supreme Court, Pinetown, on Friday, 29 September 1995 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, Durban, to the highest bidder without reserve.

Property description: Lot 253, Woodside Extension 3, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 3 635 (three thousand six hundred and thirty-five) square metres.

Improvements: Entrance hall, lounge, dining-room, TV-room, kitchen, four bedrooms and two and a half bathrooms.

Outbuildings: Double garage, two servants' rooms and shower and toilet. Nothing in this regard is guaranteed.

Physical address: 82 Ernst Whitcott Road, Cowies Hill, Durban.

Town-planning zoning: Residential.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's 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 (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. The Court Sheriff shall not be obliged to point out any boundries, pegs or beacons in respect of the property.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban the 25th day of August 1995.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/BS/A95:34.)

Case 5185/94

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

In the matter between **Allied Bank,** Execution Creditor, and **Road Surfacing Equipment CC** (No. CK88/09700/23), Execution Debtor

In pursuance of judgment in this action the following immovable property shall be sold in execution on Friday, 6 October 1995 at 11:00, in front of the Magistrate's Court, on the front steps, Port Shepstone, to the highest bidder:

Subdivision 1 of Lot 46, Ramsgate, situated in the Ramsgate Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 040 square metres, situated at Subdivision 1 of Lot 46, Oaklane, Ramsgate.

Improvements: Dwelling under brick and tile consisting of single garage, open plan lounge, kitchen and dining-room, main en suit, three bedrooms, bathroom, store-room, servant's shower, courtyard with wash trough and verandah.

Outbuildings: Under brick and tile, consisting of room, shower and toilet.

Town-planning: Zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Meumann & White, Execution Creditor's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Theron/023672.)

Case 3312/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **United Bank,** Plaintiff, and **Chengiah Baboo Naidoo,** and **Mariamma Naidoo,** Defendants

In pursuance of judgment in this action the following immovable property shall be sold in execution on Friday, 6 October 1995 at 11:00, in front of the Magistrate's Court, on the front steps, Port Shepstone, to the highest bidder:

Lot 376, Marburg Extension 5, situated in the Marburg Town Board Area and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, measuring 2 225 square metres, situated at 376 Commercial Drive, Port Shepstone.

Improvements: Factory under block and IBR galv. sheeting roof with concrete floor, divided into four sections, each section consisting of office, clock room, two toilets (male and female) with open plan workshop area.

Town-planning: Zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Theron/025686.)

Case 46337/94

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

In the matter between **Allied Bank,** Plaintiff, and **Valhoo Mundie,** First Defendant, and **Indhrani Mundie,** Second Defendant

In pursuance of a judgment in this action the following immovable property shall be sold in execution on Friday, 6 October 1995 at 10:00, in front of the Magistrate's Court, at the Sheriff's Office, 1 Savell Place, Scottburgh, to the highest bidder:

Subdivision 349 (of 297), of the farm Umkomanzi Drift 1357, situated in the Development Area of Craigieburn, Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 3 600 square metres, situated at 1 Juniper Street, Roseneath.

Improvements: Brick and plaster under asbestos dwelling, consisting of small entrance stoep, lounge, kitchen, dining-room, verandah, prayer room, three bedrooms (one has M.E.S.), full bathroom and double garage. *Outbuildings:* Brick and plaster under iron servants' quarters with toilet.

Town-planning: Zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Scottburgh, or at our offices.

Meumann & White, Execution Creditor's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Theron/024929.)

Case 53626/94

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

In the matter between **Allied Bank,** Execution Creditor, and **Haydon Brett Dunn,** First Execution Debtor, and **Michelle Lorna Dunn,** Second Execution Debtor

In pursuance of a judgment in this action the following immovable property shall be sold in execution on 6 October 1995 at 10:00, in front of the Sheriff's Offices, 1 Savell Place, Scottburgh South, to the highest bidder:

Lot 136, Mtwalumi, situated in the Development Area of Mtwalumi and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 4 047 square metres, situated at Lot 136, Mtwalumi.

Improvements: Vacant land.

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 an acceptable bank or building society guarantee to be furnished within 14 days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Scottburgh, or at our offices.

Meumann & White, Execution Creditor's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Theron/026262.)

Case 58286/94

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

In the matter between **Kingsway Hospital,** Plaintiff, and **P. G. Moodley,** Defendant

In pursuance of a judgment granted on 30 September 1994 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 October 1995 at 10:00, at 1 Savell Place, Scottburgh, to the highest bidder:

Description: A certain piece of land being Lot 444, Extension 7, Craigieburn (14 Watsonia Drive, Umkomaas).

Improvements: Brick under tile roof comprising two bedrooms, lounge, dining-room, small kitchen, toilet, bathroom, no garage and no outbuildings.

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. There are no mortgage bonds registered against the property.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Scottburgh or at our offices.

Dated at Durban on this 1st day of September 1995.

G. P. Coetzer, for A. D. Millar & Kimber, 10th Floor, Fedlife House, 320 Smith Street, Durban. (Ref. GPC/pdh/K122/K0012000.)

Case 464/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **First National Bank of Southern Africa,** Execution Creditor, and **Papprajoo Sachanarayana,** First Execution Debtor, and **Constance Amelia Sachanarayana,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated 3 March 1995, the following immovable property will be sold in execution on 6 October 1995 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Lot 1044, Marburg Extension 11, situated in the Marburg Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, measuring in extent 937 (nine three seven) square metres.

The following information is furnished regarding the property, but is not guaranteed:

Improved by: Dwelling under brick and tile consisting of three bedrooms, main-en-suite, lounge, kitchen, dining-room, toilet and shower.

Outbuildings: None.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or a building society guarantee, approved by the Execution Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of the said sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Port Shepstone, 17 Riverview Road, Sunwich Port, Natal.

Dated at Port Shepstone on this 29th day of August 1995.

Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, P.O. Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/dso/03/F001/080.)

Case 2191/95

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

In the matter between **Douglas Bryden Hawkey,** Plaintiff, and **Knud Erik Schroder Sorensen,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Pinetown and a warrant of execution dated 8 May 1995, the immovable property listed hereunder will be sold in execution on 6 October 1995 at 10:00, at the front entrance to the Magistrate's Court Building, 22 Chancery lane, Pinetown, to the highest bidder:

Description: Subdivision 656 (of 124) of the Farm Waterfall 978, situated in the Township of Waterfall and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 810 (on thousand eight hundred and ten) square metres.

Postal address: 67 Glen Gray Drive, Waterfall.

Improvements: Brick under tile single storey dwelling-house consisting of three bedrooms, a study, two bathrooms and a separate shower, two lounges, a double garage, swimming-pool, an outside laundry and toilet, a tarred driveway, the property is fully fenced and there is an entrance gate.

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 10% (ten per centum) of the purchase price immediately after the sale and within fourteen (14) days supply the Sheriff of the Court with a bank/building society guarantee for the balance of the purchase price in terms acceptable to the Sheriff of the Court.

3. The full conditions of sale may be inspected at our offices and/or at the offices of the Court, Sheriff, Pinetown.

Dated at Pinetown on this the 30th day of August 1995.

MacRae Bath & Batchelor, 101 Wearcheck House, 16 School Road, Pinetown. (Ref. Mr Batchelor/mcm/02 H012 136.)

Case 2616/95

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Plaintiff, and **Gracious Thokozani Makhatini,** Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 20 February 1995 the writ of execution dated 20 February 1995 the immovable property listed hereunder will be sold in execution on Friday, 6 October 1995 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site No. 3267, Imbali II, in the Township of Edendale, District of Pietermaritzburg in extent 297 square metres held by Deed of Grant 0009761.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as there are applicable.

2. The following improvements on 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 Attorney, 380 Loop Street, Pietermaritzburg. (Ref. K1L/658/wct.)

Case 838/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited** (Number 86/04794/06), Plaintiff, and **Mr Clive Winter,** First Defendant, and **Mrs Catharina Susanna Elizabeth Winter,** Second Defendant

Pursuant to an order of the Supreme Court of South Africa (Natal Provincial Division) Pietermaritzburg, and writ of execution dated 13 June 1995, the following fixed property will be sold on Friday, 29 September 1995 at 11:00, at the Office of the Sheriff of the Supreme Court, 5 Bishop Street (behind Masonic Lodge), Camperdown, to the highest bidder, viz:

Property: "Lot 8 Monteseel, situated in the Development Area of Inchanga and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of KwaZulu/Natal, in extent 4 508 (four thousand five hundred and eight) square metres, held by Clive Winter and Catharina Susanna Elizabeth Winter by virtue of Deed of Transfer T19760/1988." Situated at 8 Magdalene Drive, Monteseel.

Improvements: Dwelling of brick under tile consisting of entrance hall, lounge, dining-room, kitchen, four bedrooms, toilet, bathroom/shower, bathroom/shower/toilet, verandah, pool, double garage, servants' quarters and shower/toilet.

The aforesaid information in respect of the property is not guaranteed.

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

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

Dated at Pietermaritzburg this 28th day of August 1995.

Browne Brodie & Co., c/o Browne Brodie & Fourie, Plaintiff's Attorneys, 211 Berg Street, Pietermaritzburg, 3201. (Ref. B050055.SAL JW db.).

Case 11691/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited,** No. 86/04794/06, trading as United Bank, Plaintiff, and **Sivalingam Moodley,** First Defendant, **Thanjammah Moodley,** Second Defendant, and **Perumal Moodley,** Third Defendant

In pursuance of a judgment granted on 11 January 1995, in the Court of the Magistrate, Verulam and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 6 October 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 503, Rockford, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 411 (four hundred and eleven) square metres.

Street address: 9 10th Avenue, Campbellstown, Mount Edgecombe.

Improvements: Brick under tile dwelling comprising two bedrooms, lounge, toilet, bathroom and kitchen (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 25th day of August 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z31480/JR/cc.)

Case 21723/95

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

In the matter between **ABSA Bank Limited,** No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Samson Bheki Madiba,** Defendant

In pursuance of a judgment granted on 17 May 1995, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 5 October 1995 at 14:00, at the front of the Magistrate's Court-house, Somtsue Road, Durban:

Description: A unit consisting of:

(a) Section 5 as shown and more fully described on Sectional Plan SS39/1979 (hereinafter styled the sectional plan) in the scheme known as Villa Mitrie in respect of the land and building or buildings, situated at Durban Local Authority Durban, of which section the floor area, according to the said sectional plan is 32 (thirty-two) 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 (hereinafter styled the the common property), held under Deed of Transfer ST17845/94.

Street address: Flat 4, Villa Mitrie, 121 Smith Street, Durban.

Improvements: Brick under concrete dwelling comprising bachelor flat, living-room, kitchen, bathroom and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 23rd day of August 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00447/JR/cc.)

Case 1464/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mhlanganisi Hilton Sibisi,** Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 4 October 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 AA597, in extent 537 square metres, situated in the Township of Umlazi, represented and described on General Plan PB339/1979, held by virtue of Deed of Grant 5372/1985.

Improvements: A single storey block/plaster and asbestos dwelling (51 m^2) 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.

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 the Strauss Daly Inc.

Dated at Durban this 30th day of August 1995.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17324/26.).

Case 3815/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mvinjezelwa Philemon Necongo,** Defendant

In pursuance of judgment in the above Honourable Court dated 22 June 1995, a sale in execution will be held on 6 October 1995 at 10:00, at the main east entrance to the Magistrate's Court, Umbumbulu, to the highest bidder without reserve:

Description: A certain piece of land, being Ownership Unit 308, in extent 325 square metres, situated in the Township of KwaMakhutha, represented and described on General Plan BA35/1966, held by virtue of Deed of Grant 1051/48.

Subject to the conditions of title.

Physical address: Ownership Unit 308, KwaMakhutha.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey block/plaster and asbestos dwelling (54 m^2) comprising kitchen, lounge, two bedrooms, bathroom/shower and w.c. Municipal electricity, water supply and sanitation Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umbumbulu.

Dated at Durban this 30th day of August 1995.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00818/26.)

Case 22488/94

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Raymond Theron Martin N.O.,** First Execution Debtor, and **Raymond Theron Martin,** Second Execution Debtor

In pursuance of judgment granted on 8 March 1995, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 12 October 1995 at 14:00, in front of the Magistrate's Court-house, Somtsue Road, Durban, to the highest bidder:

Description: A certain piece of land being:

(a) Section 4, as shown and more fully described on Sectional Plan SS348/84, in the scheme known as Westview, in respect of the land and building or buildings situated at Durban, Administrative District of Natal, Province of KwaZulu, of which the floor area, according to the said sectional plan, is 112 (one hundred and twelve) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan.

Postal address: 4 Westview, 468 Jan Smuts Highway, Mayville, 4091.

Improvements: Sectional title unit consisting of entrance hall, lounge, dining-room, kitchen, two bedrooms, two bathrooms/toilet and carport.

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, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 30th day of August 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/A332/03119/Mrs Chelin.)

Case 1961/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **United Building Society Limited** (Reg. No. 86/04794/06), Execution Creditor, and **Alison Russell Chennells,** First Execution Debtor, and **Andrew James Chennells,** Second Execution Debtor

In pursuance of a judgment granted on 13 August 1990, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 20 October 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Lot 664, Salt Rock (Extension 2), situated in the Dolphin Coast Transitional Local Council Area and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand four hundred and sixty-nine (1 469) square metres.

Improvements: Brick and tile dwelling, consisting of: Bottom: Three garages, three bedrooms (one with en suite), bathroom, toilet, lounge, dining-room, kitchen, TV-room, scullery, two verandahs, front and back, servant's toilet and swimming-pool. Top: Bedroom.

Improvements done to the best ability of Deputy Sheriff.

Physical address: 8 Gifford Circle, Salt Rock.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended) and the rules made thereunder.

2. The property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.

4. The balance of the purchase price is payable against transfer of the property, to be secured by a bank or building society guarantee approved by the Execution Creditors' attorneys and to be furnished within fourteen (14) days after the date of sale.

5. The purchaser shall be liable for payment of interest at the rate of (18,25%) eighteen comma two five per cent, per annum to the Execution Creditor and at the rate of (18,25%) eighteen comma two five per cent, per annum to the Bondholder/s in respect of Mortgage Bond B5023/1990, from the date of sale to the date of registration of transfer.

6. The transfer shall be effected by Attorneys Laurie C. Smith Incorporated, 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.

7. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Stanger, and all interested parties are asked to contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this the 28th day of August 1995.

Messrs Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/A.363/Colls.)

Case 3818/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIPRIVER HELD AT LADYSMITH

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Plaintiff, and **R & A Mootheeram,** Defendant

In pursuance of a judgment granted in the above Honourable Court, on 9 November 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 3 October 1995 at 10:00, in front of the Magistrate's Court, Ladysmith:

Subdivision 18 (of 7) of Lot 1039, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres and held in terms of Deed of Transfer 9487/1956.

The following information is furnished regarding the improvements (though in this respect nothing is guaranteed): Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Three bedrooms, bathroom, shower, w.c., two garages, carport, servant's room, store-room, lounge, dining-room and kitchen.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith, on 3 October 1995 at 10:00, at the Magistrate's Court, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff, gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 31st day of August 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0191.)

Case 65346/94

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Eleazah Sabelo N.O.,** Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 1 February 1995, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Umlazi, on 4 October 1995 at 11:00, at the front entrance of the Magistrate's Court, Umlazi, under the National Flag Post, voetstoots, to the highest bidder:

Property description: Unit N507, Umlazi, situated in the Administrative District of Natal, measuring 905,9 (nine hundred and five comma nine) square metres.

Physical address of property: N507, Umlazi.

Zoning of property: Special Residential.

Improvements of property: Single storey brick under the dwelling consisting of three bedrooms, lounge, dining-room and kitchen (but nothing is guaranteed in respect hereof).

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 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, Pinetown, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for 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, Umlazi, Old Magistrate's Office, Block C, Room 1, Old Township Manager's Office, Umlazi.

Dated at Durban this 4th day of September 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. CSS/SN/15F11/90.)

Case 86/95

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **N. Manyathi,** Defendant

In pursuance of judgment granted on 22 May 1995, in the Nqutu Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 26 September 1995 at 10:00, at Magistrate's Court, Nqutu, to the highest bidder:

Description: Lot 2389, Nqutu, situated in Administrative District KwaZulu/Natal, in extent four hundred and fifty (450) square metres.

Postal address: Lot 2389, Nqutu.

Improvements: The extent of improvements are unknown.

Held by the Defendant in his name under Deed of Transfer 8795/94.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Gladstone Street, Dundee.

Dated at Dundee this 21st day of August 1995.

A. Dreyer, for De Wet & Dreyer, Inc., Plaintiff's Attorneys, First Floor, 64 Gladstone Street, Dundee; P.O. Box 630, Dundee, 3000. [Tel. (0341) 24018/9.] (Ref. Mr Dreyer/K938.)

Case 65648/93

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

In the matter between **Surendra Prakash,** Plaintiff, and **Lorraine Desiree Reddy,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Durban, held at Durban, in the above-mentioned case, and by virtue of a writ in execution issued thereon, the immovable property listed hereunder will be sold by public auction to the highest bidder on the front steps of the Magistrate's Court, Somtseu Road, Durban, on Tuesday, 3 October 1995 at 14:00, sales are for cash only:

Description: Section 11, as shown and more fully described on the Sectional Plan SS90/92, in the scheme known as Greenwood Village, in respect of the land and building or buildings situated at Durban of which section the floor area according to the said sectional plan is one hundred and twenty-one (121) square metres in extent.

Improvements: Brick and tile, two bedrooms, main bedroom en suite, shower, toilet with wash basin, bathroom/toilet with wash basin, kitchen, dining-room, lounge and lock-up garage.

Yunus Mahomed & Associates, Plaintiff's Attorneys, 209A Dinvir Centre, 123 Field Street, Durban, 4001.

Case 1475/94

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

In the matter between **Tyrone Alpheus Goba,** Plaintiff, and **Themba France Mavundla,** Defendant

In pursuance of a judgment granted on 28 March 1994, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 November 1995 at 10:00, at the front entrance, Magistrate's Court, Chancery Lane, Pinetown:

Description: Erf 66, Christianenburg, situated in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal in extent one thousand, one hundred and fifty-eight (1 158) square metres is held under Deed of Transfer T25394/1982.

Street address: 66 Main Avenue, Christianenburg, Clermont.

Postal address: 66 Main Avenue, Christianenburg, P.O. Clernaville, 3602.

Improvements: Blocks and asbestos, four rooms and outside toilet, nothing is guaranteed in this respect.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of the undersigned attorneys.

Dated at Pinetown on this 28th day of August 1995.

R. M. Nzimande & Company, Plaintiff's Attorneys, Suites 219/221, NBS Centre, 39 Hill Street, Pinetown. (Ref. EMG/nn/N1156.)

Case 8473/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Heunis Joosab,** Plaintiff, and **Jacob Siphiwe Mbokazi,** 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, Verulam, at the entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 6 October 1995 at 10:00, 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: Unit C1575, in the Township of KwaMashu, District of Ntuzuma, in extent two hundred and seventy-six (276) square metres as shown on General Plan PB198/1985, and described on General Plan PB198/1985, held under Deed of Grant G4493/87.

Street address: C1575, Umzumbe, KwaMashu.

Improvements: A brick under asbestos house with water and lights, consisting of three bedrooms, kitchen, lounge and toilet with bathroom.

Zoning (nothing guaranteed): Special residential.

The full conditions of sale may be inspected at the office of the Sheriff.

Martin & Associates, Plaintiff's Attorney, 98 Windermere Road, Morningside, Durban.

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak 1684/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk,** voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Jack Mannen Henery,** Eerste Eksekusieskuldenaar, en **Maria Elizabeth Henery,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 10 Julie 1995, en uitgereik in die Landdroshof, Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 15 September 1995 om 09:00:

Erf 705, geleë in die dorpsgebied Odendaalsrus, distrik Odendaalsrus, groot 1 943 (een nege vier drie) vierkante meter, gehou kragtens Transportakte T836/1988, geregistreer op 29 Januarie 1988, en onderworpe aan sodanige voorwaardes, servitute en minerale regte as wat meer volledig sal blyk uit die genoemde Transportakte.

Verbetering daarop: Woonhuis met sitkamer kombuis, slaapkamers, badkamer en toilet. (Ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal soos volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 17,25% (sewentien komma twee vyf persent) per jaar vanaf 1 Julie 1995, tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Case 3575/94

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

In the matter between **Caltex Oil (SA) (Pty) Limited,** Plaintiff, and **U Trail CC,** First Defendant, and **Marthinus Christoffel de Bruyn,** Second Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 6 October 1995 at 10:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the First Defendant to wit:

Certain Subdivision 3, of Erf 25003, Bloemfontein, known as 212 Andries Pretorius Street, Bloemfontein, held by the First Defendant in terms of Deed of Transfer T14556/92 with improvements thereon.

Terms: The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Office building situated at 212 Andries Pretorius Street, Bloemfontein.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 15th day of August 1995.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 1619/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Wesbank,** 'n Afdeling van Eerste Nasionale Bank van SA Bpk., Eiser, en **Molaoa Abimael Khomari,** Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros, Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind, te Peetlaaningang, van die Landdroshof, Bloemfontein, op Vrydag, 6 Oktober 1995 om 10:00:

Sekere Erf 7748 en Erf 41384, geleë in die dorp Mangaung, distrik Bloemfontein.

Groot: Erf 7748, 264 vierkante meter en Erf 41384, 573 vierkante meter, gehou kragtens Titel TL5625/91 en L1384/82.

Die woonhuis en buitegeboue geleë te 7748 Rocklands en 41384 Rocklands, Bloemfontein.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant op datum van verkoping.

2. Vir die balans koopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg, binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 8ste dag van Augustus 1995.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Saak 2039/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **Jacobus Cornelius van der Merwe,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 28 Julie 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 29 September 1995 om 10:00, voor die Landdroshof, Odendaalsrus:

Sekere Erf 2002, geleë in die dorp Odendaalsrus-uitbreiding 4, distrik Odendaalsrus, ook bekend as Boekenhoutstraat 26, Odendaalsrus, groot 797 vierkante meter, gehou kragtens Akte van Transport T13312/1994.

Verbeterings: 'n Drieslaapkamerwoonhuis met sitkamer, eetkamer, kombuis en badkamer.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18,25% (agtien 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, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hierdie 28ste dag van Augustus 1995.

G. Maree, vir Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 2714/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **Allied Bank,** Eiser, en **T. E. Ramangalo,** Verweerder

Ingevolge 'n vonnis gelewer op 7 Augustus 1995, in die Kroonstad Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik word die eiendom hieronder beskryf in eksekusie verkoop op 6 Oktober 1995 om 09:00, te voor die hoofingang van die Landdroshof te Murraystraat, Kroonstad, deur Podium Afslaers aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 7835, Seeisoville, Kroonstad, groot 376 (driehonderd ses-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL1801/1989.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n woonhuis met steenmure met 'n teëldak, bestaande uit drie slaapkamers, toilet, badkamer, kombuis, sitkamer en 'n motorhuis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Murraystraat 62, Kroonstad.

Gedateer te Kroonstad op hede die 25ste dag van Augustus 1995.

E. A. Burke, vir Naude Thompson, Du Bruyn & Burke, Reitzstraat 23, Kroonstad, 9499, Posbus 932. [Tel. (0562) 2-3289.]

Saak 757/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Abel Radebe,** Eksekusieskuldeiser, en **M. P. Tsheoga,** Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 17 Julie 1995, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 29 September 1995 om 10:00, te die Landdroskantoor, Bainstraat, Sasolburg:

Huur van huurpag ten opsigte van Perseel 3141, Zamdela, geleë in die residensiële gebied Zamdela, Sasolburg.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% van die koopprys onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaaborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal goedgunstige oorweging skenk aan die toestaan van 'n lening tot op 90% van die koopprys van die eiendom aan die goedgekeurde koper en reëlings kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Perseel 3141, Zamdela.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van mnre. A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie 15de dag van Augustus 1995.

N. J. Dreyer, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg.

Saak 4890/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje Vrystaatse Provinsiale Afdeling)

In die saak tussen **J. H. du Toit,** Eiser, en **Wildenbeest Boumateriale,** Verweerder

Kragtens 'n kennisgewing van terugtrekking geliasseer by die Griffier van die Hooggeregshof van Suid-Afrika (Oranje Vrystaatse Provinsiale Afdeling) gedateer 7 Oktober 1994, en kragtens 'n lasbrief vir eksekusie gedateer 25 Januarie 1995, sal die volgende eiendom per publieke veiling vir kontant op 6 Oktober 1995 om 11:00, voor die Landdroshof, Bethlehem, aan die hoogste bieër verkoop word:

Die Verweerder se reg, titel en belang in en tot die eiendom bekend as:

Sekere Erf 1716, beter bekend as President Steynstraat 34, Môrelig, Bethlehem.

Die eiendom bestaan onder andere uit die volgende: 'n Enkelmotorhuis en 'n woonhuis met vier slaapkamers, kombuis, sitkamer, woonkamer en badkamer.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Hoërhof te Bethlehem, en/of p.a. die Eksekusieskuldeiser se prokureurs, mnre. Symington & De Kok, Derde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

Gedateer te Bloemfontein hierdie 14de dag van Augustus 1995.

L. Strating, p.a. mnre. Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein. [Tel. (051) 30-2281.]

Saak 3892/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Saambou Bank,** Eiser, en **J. M. Mashiloane,** Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 9 Maart 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 6 Oktober 1995 om 10:00, te Nobelstraat 73, Saaieplaas, Virginia:

Erf 5352, geleë in die dorpsgebied Virginia, distrik Ventersburg, groot 991 (negehonderd een-en-negentig) vierkante meter.

Verbeterings: Bestaande uit sitkamer, drie slaapkamers, badkamer, kombuis en toilet.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys 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 16% (sestien 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 verkoopsvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Virginia, nagesien word.

Geteken te Welkom op hierdie 16de dag van Augustus 1995.

J. Fourie, vir Van Rooyen Mostert Fourie, Heeren II Gebou, Heerenstraat, Posbus 4, Welkom.

Saak 18049/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **A. J. Weideman,** Eiser, en **A. Fourie,** Verweerder

Ingevolge 'n lasbrief vir beslaglegging gedateer 1 Augustus 1995 sal die volgende eiendom op Vrydag, 6 Oktober 1995 om 10:00, by die Landdroskantoor, Peetlaan ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 17332, Bloemfontein-uitbreiding 120, geleë in die stad en distrik Bloemfontein, groot 799 vierkante meter, gehou kragtens Akte van Transport 13251/1994 geregistreer op 22 September 1994. Perseeladres te Blesboksingel 33, Fauna.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer, kombuis en studeerkamer.

Buitegeboue: Motorhuis en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoor ure.

Geteken te Bloemfontein hierdie 24ste dag van Augustus 1995.

C. Gerber, vir A. P. Pretorius & Vennote, Prokureur vir Eiser, Vyfde Verdieping, Saambougebou, hoek van Maitland- en Aliwalstraat, Posbus 1595, Bloemfontein.

Saak 5464/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad,** Eiser, en **Van Niekerk, R. S.,** en **S. E.,** Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 8 Augustus 1995, sal die volgende eiendom op Vrydag, 6 Oktober 1995 om 10:00, by die Peetlaaningang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 7312, geleë in die stad en distrik Bloemfontein, groot 1 196 vierkante meter, gehou kragtens Akte van Transport 10164/1979, geregistreer op 23 Junie 1979. Perseeladres te Condestraat 6, Bayswater, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, eetkamer, badkamer en waskamer.

Buitegeboue: Afdak en motorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, kantoorure.

Geteken te Bloemfontein hierdie 31ste dag van Augustus 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 5474/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad,** Eiser, en **Deke, G. N.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 27 Junie 1995, sal die volgende eiendom op Vrydag, 6 Oktober 1995 om 10:00, by die Peetlaan ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 7770, geleë in die stad en distrik Bloemfontein, groot 1 204 vierkante meter, gehou kragtens Akte van Transport 21112/1993 geregistreer op 30 November 1993. Perseeladres Kerkstraat 255, Erlichpark, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit kombuis, eetkamer, sitkamer, drie slaapkamers en badkamer.

Buitegeboue: Bediendekamer en motorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos te Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 31ste dag van Augustus 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 669/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Mortgage Investment Corporation (Pty) Ltd,** Eiser, en **Koaho, B. R.,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word by die Landdroshof, Sasolburg, op Vrydag, 29 September 1995 om 10:00, van die ondervermelde residensiële eiendom van die Verweerder/s op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Perseel 4242, geleë in die dorp Zamdela, distrik Sasolburg, groot 830 (agthonderd-en-dertig) vierkante meter en gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL134/1989, en onderworpe aan sekere voorwaardes soos daarin uiteengesit.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit woonhuis en dubbele motorhuis.

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 bouvereningingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 30 Augustus 1995.

N. H. Barnaschone, vir Claude Reid, Prokureur vir Eiser, UBS Gebou, Maitlandstraat, Bloemfontein; Posbus 277, Bloemfontein, 9300. [Tel. (051) 47-9881, 47-5191.](Verw. N. H. Barnaschone/ESF/W53681.)

Saak 1707/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **ABSA Bank,** handeldrywende as Allied Bank, Vonnisskuldeiser, en **Die Eksekuteur: mev. M. A. Mofokeng,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 27 Julie 1995, in die Bethlehem, Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 13 Oktober 1995 om 11:00, te Landdroskantoor, Hoogstraat, Bethlehem, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Perseel 4191, Bohlokong, Bethlehem, gehou kragtens Verbandakte BL4154/1991, groot 400 (vierhonderd) vierkante meter, gehou kragtens Transportakte BL4154/91.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Hoogstraat 35A, Bethlehem.

Gedateer te Bethlehem op hede 28 Augustus 1995.

Pieter Hendrik de Clerk, vir Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 410/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eiser, en **Moira Maxwell Morris,** Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 10 Maart 1994, en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 29 September 1995 om 10:00, by die Landdroshof, Courthouseweg, Port Shepstone, deur die BAlju aan die persoon wat die hoogste aanbod maak naamlik:

Selere Onverdeelde 1/52ste aandeel in 'n eenheid wat bestaan uit: Deel 4, soos aangetoon en vollediger beskryf op Deelplan 153/86, in die gebou of geboue bekend as Margate Sands van welke deel die vloeroppervlakte volgens voormelde Deelplan 139 vierkante meter groot is;

'n Onverdeelde aandeel in die gemeenskaplike eiendom en die grond en gebou of geboue soos aangetoon en vollediger beskryf op genoemde deelplan aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota van genoemde deel gespesifiseer in 'n bylae op genoemde deelplan aangeteken en gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST153/86(4)-(14), groot 139 (honderd nege-en-dertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST153/86(4)(-14).

Die volgende besonderhede word verskaf maar nie gewaarborg nie: Die eenheid bestaan uit twee slaapkamers met badkamers, 'n oopplan kombuis, eetkamer en sitkamer met balkon.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergele. Tien (10) persent van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopsdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Rivierweg 20, Sunwich Port, Port Shepstone.

Geteken te Bloemfontein hierdie 6de dag van September 1995.

P. H. T. Colditz, p.a. Schoeman Maree Ing., Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Saak 318/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **KSOK,** Eiser, en **B. S. Mayo,** Verweerder

Kragtens 'n vonnis van bogemelde Agbare Hof gedateer 9 Maart 1995, en kragtens 'n lasbrief vir eksekusie sal die volgende erf per publieke veiling vir kontant op 6 Oktober 1995 om 10:00, voor die Landdroskantoor Botshabelo, aan die hoogste bieër verkoop word:

Die Verweerder se reg, titel en belang in en tot die eiendomme bekend as Erf M805, Botshabelo.

Meer besonderhede en 'n afskrif van die verkoopvoorwaardes is ter insae by Symington & De Kok, Derde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure, asook by die Balju, Botshabelo.

Geteken te Bloemfontein hierdie 27ste dag van Augustus 1995.

L. Strating, vir Symington & De Kok, Prokureur vir Eiser, Bloemfontein. [Tel. (051) 302281.]

Saak 15431/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk** (Reg. 87/01384/06), Eiser, en **Carlin Bremer,** Eerste Verweerder, en **Bartine Maree,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 10 Augustus 1995, sal die volgende eiendom van die Verweerders per publieke veiling vir kontant op Vrydag, 6 Oktober 1995 om 10:00, te Peetlaan-ingang tot die Landdroskantoor, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

(a) Deel 27 soos getoon en vollediger beskryf op Deelplan /94 in die skema bekend as Soetendal, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte volgens genoemde deelplan 69 vierkante meter groot is; en

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

Gehou kragtens Transportakte ST20111/94.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, toilet en afdak.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 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 20,25% (twintig komma twee vyf persent) per jaar, bereken vanaf datum van veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Oos en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 1ste dag van September 1995.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Derde Verdieping, Elizabethstraat, Bloemfontein.

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

PHIL MINNAAR BK

(CK93/29245/23)

BESTORWE BOEDELVEILING VAN TWEESLAAPKAMERWONING TE VREDEFORT

In opdrag van die Eksekuteur in die bestorwe boedel **W. F. Hattingh,** boedel 1445/95, verkoop ons ondergenoemde eiendom per openbare veiling op:

Datum: Maandag, 18 September 1995 om 11:00.

Plek van veiling: Meerholsstraat 23, Vredefort.

Beskrywing van eiendom: Erf 216, bekend as Meerholsstraat 23, Vredefort, groot 714 m².

Verbeterings: Hierdie staan sinkdakwoning bestaan uit twee slaapkamers, badkamer, sitkamer, kombuis met staalkaste, matte en teëls, enkel toesluitmotorhuis, gedeeltelik ommuur en gevestigde tuin.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae na bekragtiging.

Besigtiging: Sleutels is beskikbaar by Vredefort Polisiestasie (kontakpersoon D. Petzer).

Navrae: Skakel vir Dirkie by Tel. (012) 322-8330/1.

Phil Minaar BK, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.] [Fax. (012) 322-9263.]

PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN DRIESLAAPKAMERWONING, RYNFIELD, BENONI

In opdrag van die Kurator in die insolvente boedel **G. D. Lundstrom,** Meestersverwysing T387/95, verkoop ons ondergenoemde eiendom per openbare veiling op Dinsdag, 19 September 1995 om 11:00.

Plek van veiling: Potgieterstraat 7, Rynfield, Benoni.

Beskrywing van eiendom: Erf 1514, ook bekend as Potgieterstraat 7, Rynfield, Benoni, Registrasieafdeling IR, Transvaal, groot 2 271 m².

Verbeterings: Op hierdie eiendom is 'n netjiese staan teëldakwoning wat bestaan uit drie slaapkamers, twee badkamers, sitkamer, ingangsportaal, gesinskamer, kombuis, studeerkamer, naaldwerkkamer, stoorkamer en aparte toilet.

Buitegeboue: Dubbelmotorhuis, bediendekamer en toilet, grasafdak en swembad, verder is die eiendom met beton omhein en inrit van plaveisel.

Besigtiging: Kontak mnr. Lundstrom by Tel. (011) 849-4428.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 45 dae na bekragtiging.

Navrae: Skakel vir Dirkie by Tel. (012) 322-8330/1.

Phil Minaar BK, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.] [Fax. (012) 322-9263.]

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN DRIESLAAPKAMERWOONHUIS MET GERIEFLIKE TWEESLAAPKAMERWOONSTEL AANGRENSEND, DENYSSENLAAN 158, MOUNTAIN VIEW, PRETORIA, OP 22 SEPTEMBER 1995 OM 10:30, OP DIE PERSEEL

Restant Erf 173, Mountain View, Registrasieafdeling JR, Gauteng.

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **D. H. J.** en **A. Engelbrecht,** Meestersverwysing T2455/95, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Woonhuis met woonstel aangrensend.

Woonhuis: Drie slaapkamers, sit- en eetkamer, badkamer, kombuis met ooghoogte-oond, ingeboude kaste, muur tot muur matte, afdakke, toesluitmotorhuis, bediendekwartiere met toilet en waskamer.

Woonstel: Twee slaapkamers, badkamer, aparte toilet, sit- en eetkamer, kombuis, ingeboude kaste en motorafdak.

Erf: 1 276 m². Woonstel: 67 m². Woning: 113 m². Buitegeboue: 40 m².

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

Afslaersnota: Goeie belegging, naby alle fasiliteite.

Besigtiging: By die eiendom daagliks of vra vir mev. Oosthuizen (in woonstel) na 18:00.

Vir meer besonderhede skakel die kantoor by (012) 341-1314.

PROPERTY MART

INSOLVENSIE: TWEESLAAPKAMERWOONHUIS, WINDSORTON

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **L. P. Koekemoer,** Meestersverwysiging T169/95, verkoop ons die ondervermelde eiendom onderhewig aan sewe dae bekragtiging:

Sekere: Erf 115, Windsorton, groot 2 096 vierkante meter en geleë te Frerestraat 115. Die eiendom het die volgende verbeterings: Woonhuis met ingangsportaal, eet/sitkamer, kombuis met ingeboude kaste, twee ruim slaapkamers, badkamer en werkskamer.

Verkoping vind plaas op die perseel op Saterdag, 23 September 1995 om 10:00.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek op val van die hamer. Balans by wyse van goedgekeurde bank- of bougenootskapwaarborg binne 30 dae na bekragtiging.

Afslaers: Property Mart (Gestig 1963). [Tel. (011) 728-1283] [Faks (011) 728-5215.] Na-ure: C. Mostert, (011) 793-6164.

AUCOR TVL

INSOLVENT ESTATE AUCTION OF COZY THREE-BEDROOMED HOUSE, ORCHARDS

In the matter of insolvent estate **J. T. Richards,** Master's Reference T1733/95, to be sold on the spot on Tuesday, 26 September 1995 at 10:30.

Duly instructed by the Trustee, we will hereby sell this property being Erf 484, Orchards Extension 10, better known as 77 Seymor Street, Orchards Extension 10, Pretoria.

Description: This modern tiled-roof house is situated in a quiet area and comprises three bedrooms, the main one with a full bathroom en suite, a second bathroom with a separate toilet, an open plan lounge/dining-room and a modern kitchen with a laundry. The entire house has wall-to-wall carpets as well as built-in cupboards where necessary. The elevation is in a northerly direction which gives you a warm peaceful feeling.

Directions: Due West in Rachel de Beer, turn right into Daan de Wet Nel, turn left into Jensen Street and right into Jo Roos Street, then turn left into Seymore Street. Watch for posters.

View: By appointment.

Terms: A 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

The above is subject to change without prior notice.

For further details please contact Aucor Tvl: Celeste Verwey, Tel. (012) 342-2041 or 342-3502/5/11. Fax (012) 342-2042.

AUCOR TVL

INSOLVENT ESTATE AUCTION OF EXQUISITE THREE-BEDROOMED CLUSTER HOUSE, ERASMUSKLOOF

In the matter of insolvent estate **A. Chieppa,** Master's reference T1647/95, to be sold on the spot on Thursday, 21 September 1995 at 10:30.

Duly instructed by the Trustee, we will hereby sell this property being Erf 181, Erasmuskloof, better known as Unit 1, Erastia, 479 Keiskamma Street.

Description: This exceptional house comprises of three bedrooms the main one with a full bathroom en suite, all the bedrooms have wall-to-wall carpets and build-in cupboards. There is a second bathroom and a modern kitchen with wooden cupboards and an eye level oven. The house has an open plan design with a large lounge cum dining-room. A wooden staircase leads up to the cozy family room upstairs.

Outbuildings include a double lock-up garage with a separate servant's toilet. The complex is secured with a security fence and a motorized gate.

Directions: Due South on N1. Take Rigel/Delmas off-ramp towards Delmas. Turn left into Nossob Street and left again in Jochemus Street and right into Keiskamma Street. Watch for posters.

View: By appointment.

The above is subject to change without prior notice.

Terms: A 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

For further details please contact Aucor Tvl: Celeste Verwey, Tel. (012) 342-2041 or 342-3502/5/11. Fax (012) 342-2042.

LIMVAAL TRUSTEES

INSOLVENT ESTATE

Duly instructed by the Trustee, in the matter of insolvent estate late **J. V. Fourie,** we will sell the following:

Erf 2277, Geelslang Avenue, Marloth Park Holiday Resort, Mpumalanga.

Auction to be held on the property.

Date and time of auction: Friday, 22 September 1995 at 10:00.

Auctioneers: Swanepoel & Partners, Prorom Building, corner of Brown and Paul Kruger Streets, Nelspruit, 1200. Mr Pienaar, Tel. (01311) 5-2401.

Dated: 6 September 1995.

Advertiser and address: Limvaal Trustees, P.O. Box 95002, Waterkloof, 0145. (Ref. V. A. van Diggelen/lvd.)

PHIL MINNAAR AFSLAERS

INSOLVENTE BOEDEL: P. B. EN A. D. OTTO, MEESTERSVERWYSING T1621/94

Behoorlik gemagtig deur die Kurator in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 19 September 1995 om 11:00, Erf 782, Regents Park-uitbreiding 4, Registrasieafdeling IR, Transvaal.

Voorwaardes: Onroerend: 20% (twintig persent) van die verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg, (011) 475-5133.

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate **P. W.** and **E. E. Deyzel,** Masters Ref. T2013/95, we shall sell subject to seven days confirmation:

Three bedroom home with swimming-pool being Erf 1015, Dalpark Extension 9, Brakpan, measuring 825 square metres and situated at 9 Wordworth Street.

Sale takes place on the spot on Thursday, 28 September 1995 at 11:00.

Terms: 15% (fifteen per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192, P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax (011) 728-5215.] After hours: C. Mostert, (011) 793-6164.

PROPERTY MART SALES

Behoorlik daartoe gelas deur die voorlopige Kurator in die insolvente boedel **J.** en **A. Duvenhage,** Meestersverwysing T2185/95, verkoop ons die ondervermelde eiendom onderhewig aan sewe dae bekragtiging:

Sekere Erf 1969, Carletonville-uitbreiding 4, geleë te Asterrylaan 7, en 2 075 vierkante meter groot.

Veiling vind plaas op die perseel op 4 Oktober 1995 om 11:00.

Terme: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek op val van die hammer. Balans by wyse van goedgekeurde bank- of bougenootskapwaarborg binne 30 dae na bekragtiging.

Afslaers: Property Mart (Gestig 1963), Eerste Verdieping, Pogir Bastion Insurance House, Louis Botharylaan 244, Orange Grove 2192, Posbus 46058, Orange Grove 2119. [Tel. (011) 728-1283.] [Faks. (011) 728-5215.] Na-ure: C. Mostert, (011) 793-6164.

TRAKMAN'S AUCTION SALES

Instructed thereto by the Provisional Liquidator of **Effective Plastic Bags,** Master's Ref. 2315/95, we will sell the assets at the premises 2 Roger Street, Selby, Johannesburg, on Tuesday, 19 September 1995 at 10:30.

Viewing: Day prior to sale from 09:30 until 14:30.

Terms: Cash. Phone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

WESTVAAL AFSLAERS

REUSE VEILING: KRUGERSDORP, OP 21 SEPTEMBER 1995, VAN TWEE INDUSTRIËLE ERWE MET FABRIEKSGEBOUE, PLUS KLEINHOEWE MET NETJIESE WONING

In opdrag van die Kurator in die insolvente boedel van **Daniël Francois Alaerts,** Meestersverwysing T680/95, sal ons die volgende eiendomme per publieke veiling vir verkoping aanbied op die persele op 21 September 1995, op die tye soos aangetoon.

Veiling op perseel om 11:00.

(i) Erf 109, Hammerstraat 9, Boltonia, Krugersdorp, groot 4 659 m^2.

Verbeterings:

Fabriek (1): ± 500 m^2.

Fabriek (2): ± 430 m^2.

Fabriek (3): ± 300 m^2.

Fabriek (4): ± 275 m^2, met aantrekkamers van ± 90 m^2.

Fabriek (5): ± 415 m^2.

Ander: Parkering onder dak vir ± 23 voertuie.

Kantoor (1): ± 170 m^2.

Kantoor (2): ± 150 m^2.

Opmerking: Die konstruksie van al die geboue is goed en in 'n redelike toestand.

Veiling op perseel om 12:00.

(ii) Erf 96, Pulleystraat 38, Boltonia, Krugersdorp, groot 6 618 m².

Verbeterings: Hoofgebou met twee kantore met aangrensende toilet geriewe, ontvangsarea en toonbank, fabriekspasie ± 500 m², werkswinkel ± 1 000 m² en aantrekkamer met toiletgeriewe ± 80 m².

Opmerking: Hierdie perseel word tans gebruik as 'n skrootwerf en die herbouing van voertuie ens.

Veiling op perseel om 13:00.

(iii) Plot 38, Lindastraat 38, Helderblom, Landbouhoewes, Krugersdorp, groot 2,0215 hektaar.

Verbeterings: Vierslaapkamerwoning met Marley teëls, slaapkamer met aangrensende jacuzzi, twee slaapkamers met ingeboude kaste, hoofslaapkamer, oopplan kombuis, televisiekamer, eetkamer en volledige badkamer.

Buitegeboue: Dubbel motorhuis, twee opwas- en stoorkamers, bediendekwartiere, vier perdestalle en stoorplek, swembad en lapa, oprit is uitgelê en eiendom is omhein met 'n steenmuur voor en voorafvervaardigde betonmure aan die kante.

Opmerkings: Die tuin en eiendom is goed onderhou en is geleë in 'n goeie area.

Besigtig: Deur afspraak met die afslaers.

Betaling: 15% (vyftien persent) deposito van die totale koopprys in kontant of bankgewaarborgde tjek, balans van koopsom binne 30 dae, verkoopvoorwaardes sal deur afslaer uitgelees word voor toeslaan van die bod. Die afslaers behou die reg voor om die veiling te enige tyd te kanselleer of af te las sonder vooraf kennisgewing.

Afslaers: Westvaal Afslaers.

Navrae: Karel du Plessis en mev. Van der Merwe, Tel. 953-1830/1, kantoorure.

MEYER AFSLAERS BK

(CK91/13027/23)

INSOLVENTE BOEDEL VEILING VAN DRIESLAAPKAMERWONING TE PRETORIA-NOORD, PRETORIA

Behoorlik daartoe gelas deur die voorlopige Kurator, insolvente boedel **J. H. Smit,** Meestersverwysing T717/95, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 53, geleë te Emily Hobhousestraat 463, Pretoria-Noord, Pretoria, grootte 2 552 vierkante meter.

Verbeterings: Drie slaapkamers, badkamer, stort, sit/eetkamer, kombuis, spens, dubbel motorhuis en buitekamer en toilet.

Plek: Op die perseel: Emily Hobhousestraat 463, Pretoria-Noord, Pretoria.

Datum en tyd: Donderdag, 21 September 1995 om 11:30.

Afslaersnota: Goed geleë, naby alle fasiliteite.

Verkoopvoorwaardes: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daagliks of reël met afslaers.

Verdere navrae: Kontak Anna van der Watt, Meyer Afslaers/Eiendomsagente, Tel. (012) 323-7821 of (012) 324-5119 of (012) 45-4835. Sel: 0824483932 na-ure.

AUCTRADE AFSLAERS

INSOLVENTE BOEDELVEILING VAN 'N DRIESLAAPKAMERDUET, GELEË TE ERASMUSKLOOF-UITBREIDING 4, PRETORIA

In opdrag van die Kurator, in die insolvente boedel, **A. van Biljoen,** Meestersverwysing T1883/95, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op 22 September 1995 om 11:00, te Breedestraat 367, Erasmuskloof-uitbreiding 4, Pretoria:

Eiendom: Deel 1 van Erf 651, Erasmuskloof, ook bekend as Breedestraat 367, Erasmuskloof-uitbreiding 4, groote 205 m².

Verbeterings: Woning bestaande uit drie slaapkamers, twee badkamers, sitkamer/eetkamer met 'n oopplan kombuis met houtkaste, studeerkamer, opwasarea, stoep en dubbelmotorhuis. Die eiendom het duursame teëls en 'n alarmstelsel. Die eiendom is ten volle ommuur.

Verkoopvoorwaardes van eiendom: 10% (tien persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborge ter versekering van die balans van die koopprys moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Afslaersnota: Naby Krygkor Hoofkantoor en loopafstand van Waterkloof Hoërskool.

Besigtigings/Besonderhede: Skakel die afslaer by (012) 87-2346 of (082) 554-8617. *Skoudatums:* 16 September 1995 en 17 September 1995 vanaf 15:00 tot 17:00.

Auctrade Afslaers, Posbus 30124, Sunnyside, Pretoria, 0132. Sel: 082-5548-617.

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: K. D. P. AND N. PATHER, MASTER'S REFERENCE T2309/95

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 1227 Richmond Street, corner of Parliament Street, Lenasia South Extension 1, District of Lenasia, Gauteng, on Tuesday, 19 September 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions, Tel. (011) 789-4375. Fax (011) 789-4369.

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: D. R. AND V. A. MAY, MASTER'S REFERENCE T1639/95

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at Unit 16, constantia Downs, situated at 5 Herald Street, Constantia Kloof, District of Roodepoort, Gauteng, on Monday, 18 September 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions, Tel. (011) 789-4375. Fax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: C. AND M. NICOLAIDES, MASTER'S REFERENCE T1894/95

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 1 Ruiter Street, East Village, District of Boksburg, Gauteng, on Wednesday, 20 September 1995, commencing at 10:30, at three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions, Tel. (011) 789-4375. Fax (011) 789-4369.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **M. J. Bekker,** handeldrywende as Strathmore Engineering, T870/95, sal ons die bates verkoop te Ross-straat 39, Potchindustria, Potchefstroom, op 28 September 1995 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

CAPE • KAAP

DAAN VAN ROMBURGH

INSOLVENTE BOEDEL

In opdrag van die Kurator, H. P. A. Venter, p.a. Duncan & Rothman, Kimberley, in die insolvente boedel van **Braam Morris Sonnenberg,** sal die ondergemelde bates verkoop word per publieke veiling op Vrydag, 29 September 1995 om 10:00, te Stasiestraat 1, Warrenton (die woonhuis) om 10:30 te Industriële Gebied, Warrenton (draaibank en vuurwapen) om 11:00 te Frerestraat 142, Windsorton (die woonhuis en onbeboude erwe).

Onroerende eiendom: 1. Woonhuis te Stasiestraat 1, Warrenton, Erf 293, geleë te Warrenton, groot 1 215 vierkante meter.

Verbeterings: Drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, toilet en afdak.

2. Onbeboude erf te Frerestraat, Windsorton, Erf 137, geleë te Windsorton, groot 1 110 vierkante meter.

3. Onbeboude erf te Frerestraat, Windsorton, Erf 138, geleë te Windsorton, groot 1 110 vierkante meter.

4. Onbeboude erf te Frerestraat, Windsorton, Erf 139, geleë te Windsorton, groot 1 110 vierkante meter.

5. Onbeboude erf te Frerestraat, Windsorton, Erf 140, geleë te Windsorton, groot 1 110 vierkante meter.

6. Onbeboude erf te Frerestraat, Windsorton, Erf 141, geleë te Windsorton, groot 1 110 vierkante meter.

7. Woonhuis te Frerestraat, Windsorton, Erf 142, geleë te Windsorton, groot 1 110 vierkante meter.

Verbeterings: Drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers met aparte toilet en dubbele motorhuis.

8. Onbeboude erf te Frerestraat, Windsorton, Erf 143, geleë te Windsorton, groot 1 110 vierkante meter.

9. Onbeboude erf te Windsorton, Erf 144, geleë te Windsorton, groot 1 110 vierkante meter.

Roerende eiendom: Draaibank (Colchester Triump - 7½" swaai), Magnum Astra 44 revolwer.

Terme: Onroerende eiendom, 10% (tien persent) op die dag van veiling en balans by registrasie van oordrag.

Roerende eiendom: Voetstoots teen kontant of bankgewaarborgde tjek.

Verkoopvoorwaardes: Ter insae by afslaer.

Afslaer: Daan van Romburgh, Posbus 180, Jan Kempdorp. [Tel. (0533) 6-1156.]

ORANGE FREE STATE
ORANJE-VRYSTAAT

BOLAND BANK VEILINGS

BOEDELVEILING TE WELKOM VAN VOORHAKERS, LEUNWAENS, VRAGMOTORS, VOERTUIE, GEREEDSKAP EN ONDERDELE OP VRYDAG, 22 SEPTEMBER 1995 OM 10:00, TE KEEROMSTRAAT, WELKOM (VOLG ONS RIGTINGWYSERS VANUIT STATEWAY NA KEEROMSTRAAT)

In opdrag van die Eksekuteur in boedel wyle **J. S. Teixeira,** 377/95, bied ons die ondergenoemde per openbare veiling te koop aan:

Voorhakers: Twee 1980 International 5000 Paystars, twee 1982 International T2570 en een 1982 International S2600.

Sleepwaens: 1988 Busaf 30 Ton Isocold, 1980 Master 20 ton houerleunwa, 1986 Busaf 3-as Isocold, 1974 Hendred 14 m dubbelas semi-sleepwa, twee Swift 9 m twee-as leunwaens (1976 en 1987), 1975 Hendred 10 m twee-as leunwa, 1991 Hendred 11 m kant tipper, twee drie-as leunwaens, drie hoëspoedwaens (Kalfies), twee 10 ton vier wiel sleepwaens en vier wiel sleepwa.

Vragmotors en L.A.W.'s: 1977 M/Benz 1921, 1975 Ford D1414 platbak, 1979 Toyota DA platbak, 1987 Ford Courier 3000 Lesure, 1983 Nissan 1400, Isuzu KB diesel, 1984 Toyota Landcruiser.

Motors: 1984 Mercedes Benz 380 SEC, Peugeot 504 diesel, 1984 VW Microbus.

Werkswinkeltoerusting: Atlas Copco 1600 KPA kompressor, Wap 380 volt skoonmaker, Hitachi 500 MP Sweismasjien, Mic 181 Sweismasjien, Isomac 720 Batterylaaier, soldeerboud, pypklamp, 380 volt staanboor, gereedskaprakke, werksbanke, domkragte, raam en ketting blok (2 ton), twee katrolstelle, hidroliese bakdrukstuk, ghriespompe, soksleutels, skroefsleutels, sweistoerusting.

Onderdele: Twee Mercedes Benz vragmotorenjins, Toyota D116 vragmotorenjin, groot hoeveelheid Cummings en International onderdele, 53 buitebande (12 R/22 en 11000R).

Losgoed: Groot hoeveelheid bousteiers, 10 SAS trollies, trolliewiele, 3 × 4 m koelkas, 4 m vertoonyskas, Magnus twee rigting radio met vier radios, industriële aartappelskiller en wasser, twee visbraaiers met kappe ens.

Registrasie: Vyfhonderdrand (R500) terugbetaalbare deposito indien nie gekoop.

Betaling: Streng kontant of bankgewaarborgde tjeks.

BTW betaalbaar op koopprys.

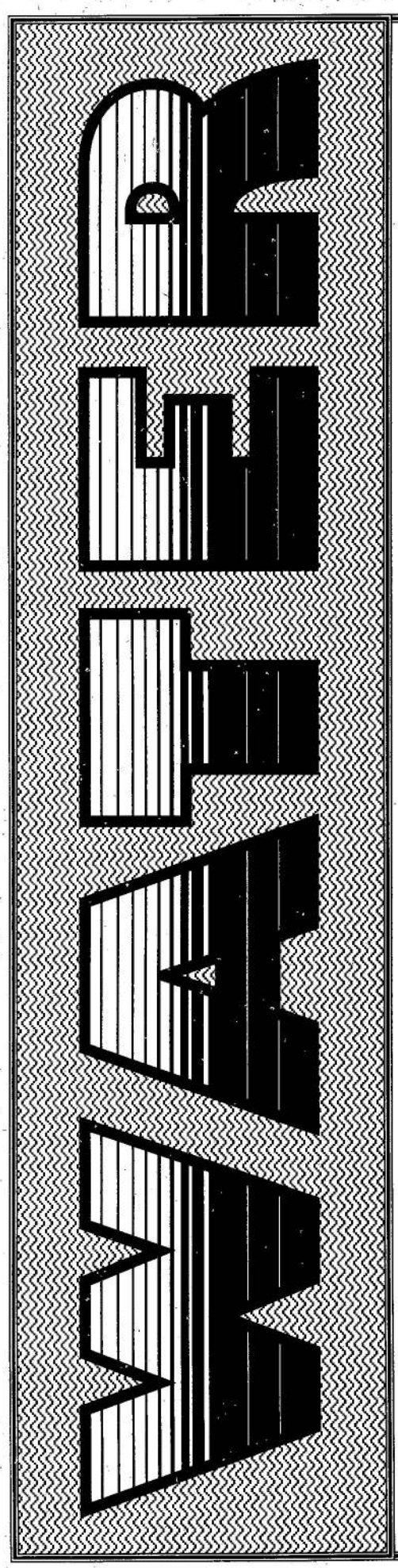
Onderhewig aan verandering sonder kennisgewing.

Besigtiging: Woensdag, 20 September vanaf 09:00 tot 15:00 en Donderdag, 21 September 09:00 tot 15:00.

Navrae: Wallie du Toit, (057) 352-8332.

Afslaer: Koos van Rensburg, (012) 804-1440.

Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg 617, Silverton.



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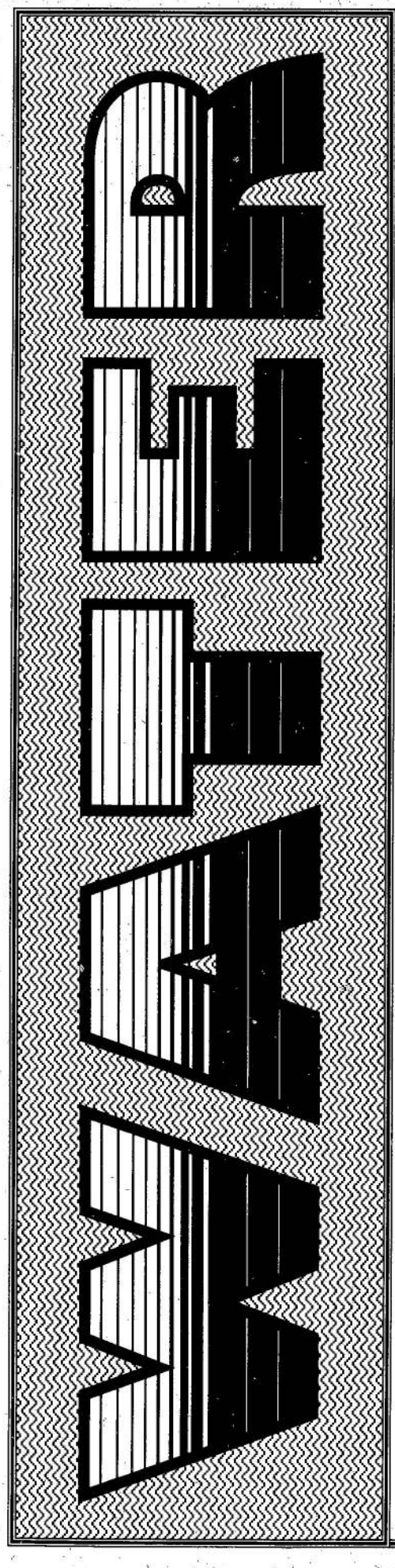

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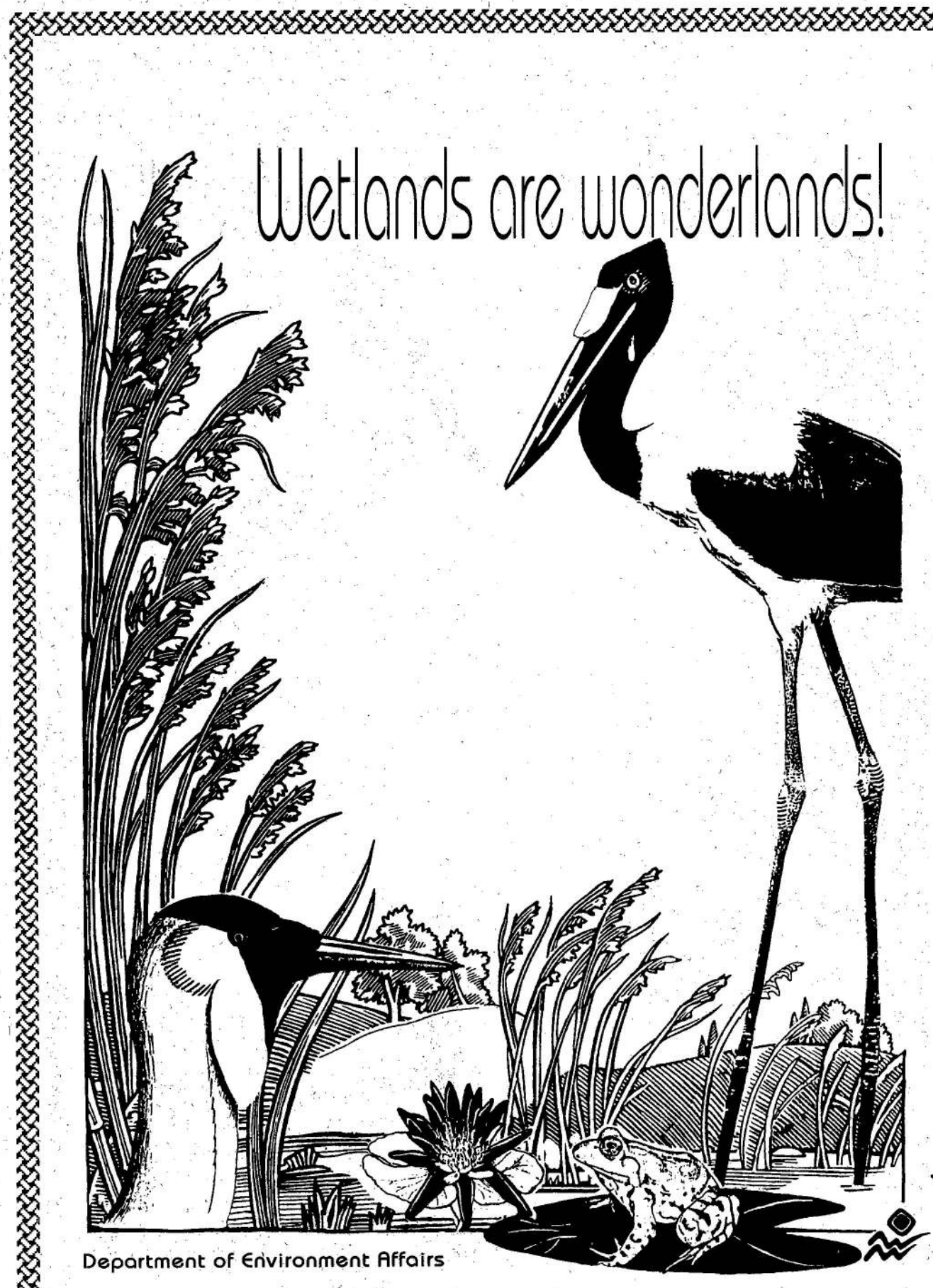
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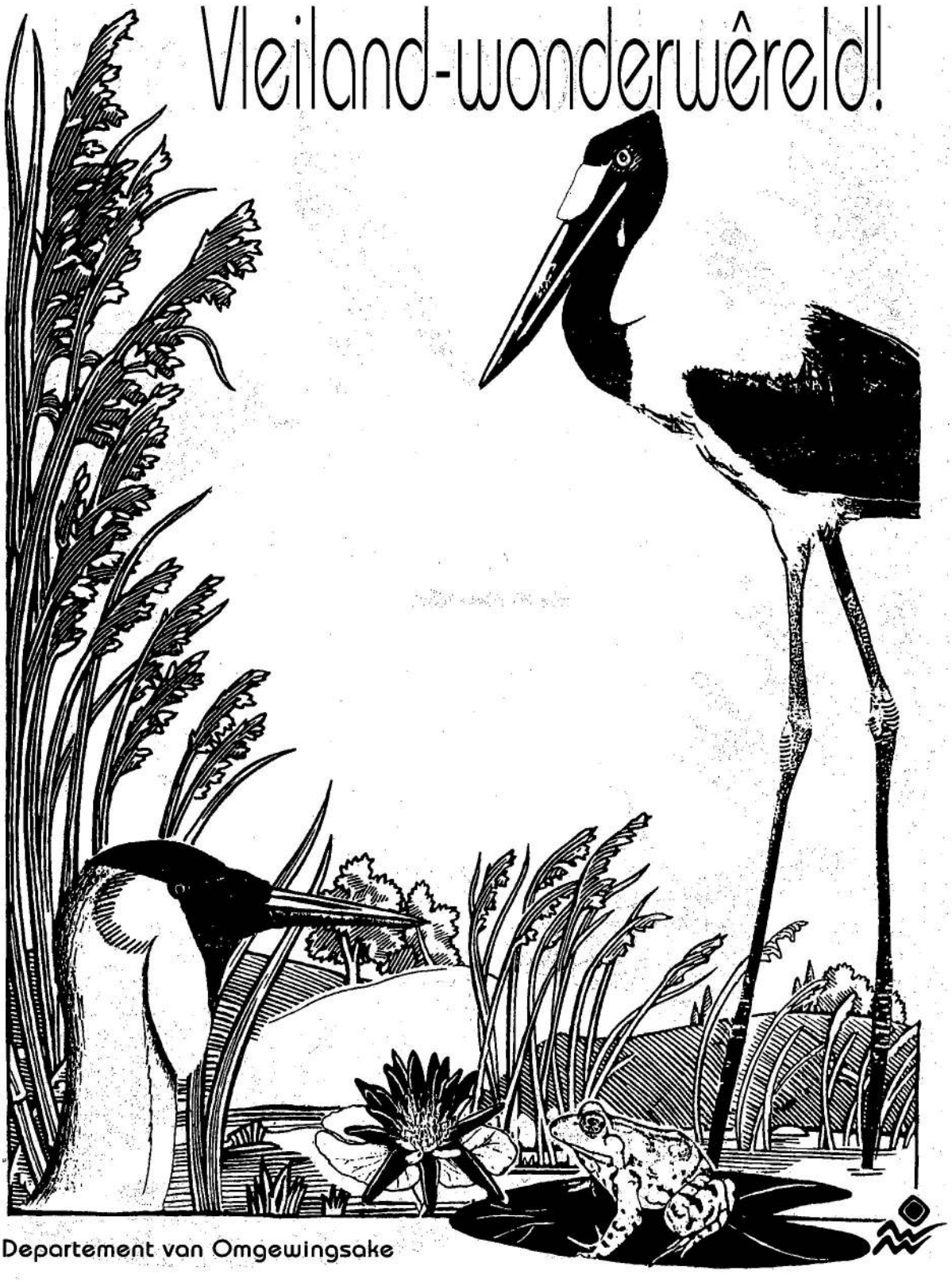
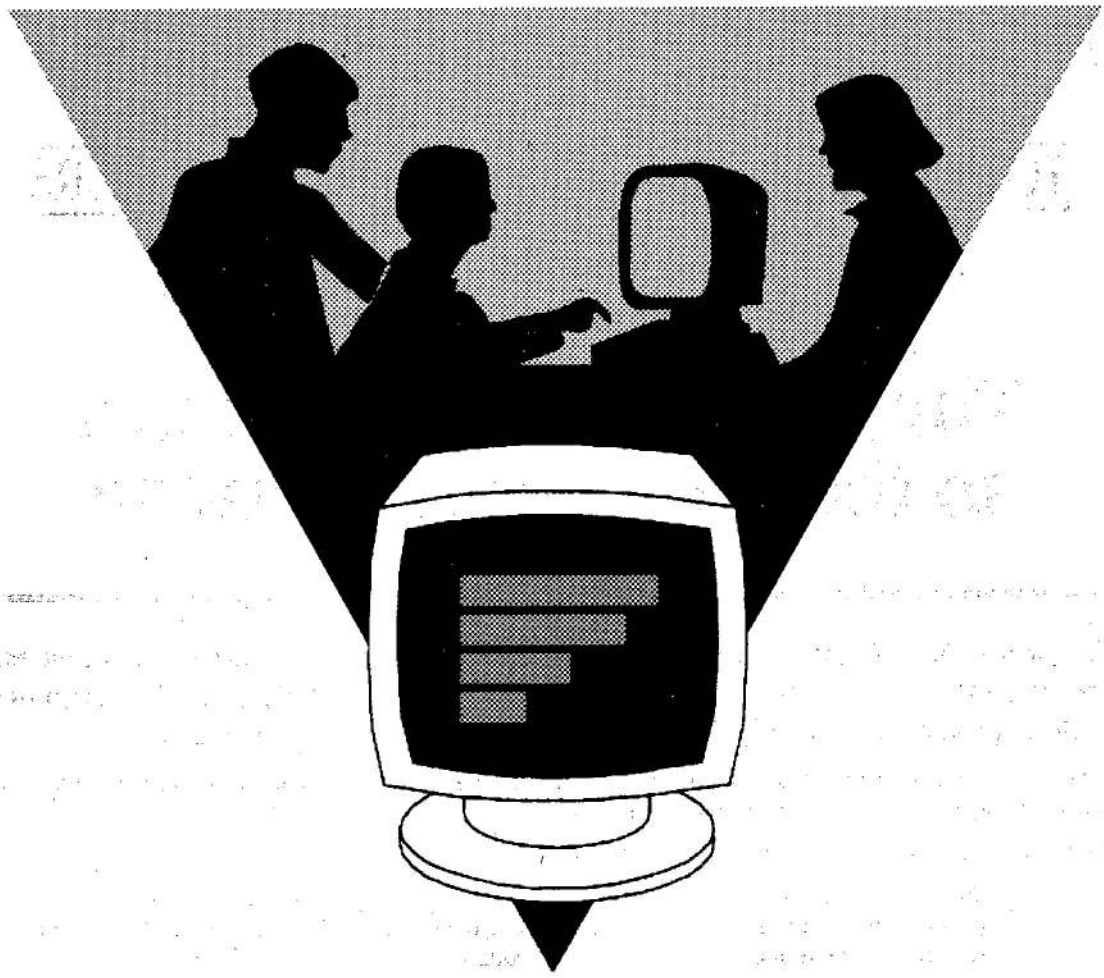


Departement van Omgewingsake



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Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001. Tel 323-9731 × 263, 269 or 273
Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaat Sak X85, Pretoria, 0001. Tel. 323-9731 × 263, 269 of 273