REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 363 PRETORIA, 22 SEPTEMBER 1995 No. 16672

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*
Standardised notices	R
ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	13,80
BUSINESS NOTICES	32,70
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	27,60
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	16,50
UNCLAIMED MONEYS—only in the extraordinary *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 6163/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **United Bank,** Plaintiff, and **Jansen, Johannes Petrus,** Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the following property shall be sold in execution by the Sheriff on Wednesday, 11 October 1995, at 11:00, at the premises situated at 4A North Street, Brakpan, without reserve to th highest bidder:

Certain: Portion 1 of Erf 7, situated in the Township of Brakpan, Registration Division IR, Transvaal, also known as 4A North Street, Brakpan, measuring 496 square metres, held by Deed of Transfer T6195/1994.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: *Dwelling house:* Semi-face brick building with plaster and corrugated iron roof, kitchen, main bedroom plus other bedroom, bathroom, toilet, outside toilet, single garage, two outside rooms and scullery.

Conditions of sale:

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

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

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

Dated at Springs on this the 26th day of July 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/HK/B9595.)

Case 06176/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **United Bank,** Plaintiff, and **Le Roux, Roy Allen,** First Defendant, and
Le Roux, Maria Isabella Elizabeth, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the following property shall be sold in execution by the Sheriff on Wednesday, 18 October 1995, at 11:00, at the premises being 3 Carlstein Street, Brakpan North, Brakpan, without reserve to th highest bidder:

Certain: Erf 261, situated in the Township of Brakpan North, Brakpan, Registration Division IR, Transvaal, also known as 3 Carlstein Street, Brakpan North, Brakpan, measuring 1 049 square metres, held by Deed of Transfer T44451/1993.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: *Dwelling house:* Semi-face brick building with tiled roof with kitchen, lounge, two bedrooms, bathroom, toilet, single garage and pre-cast walling.

Conditions of sale:

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

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

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

Dated at Springs on this the 27th day of July 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/HK/B09295)

Saak 7048/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **ABSA Bank** handeldrywende as Trust Bank, Eiser, en **mnr. Andries Phillippus Claassens,** Verweerder

In uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde perseel op Vrydag, 27 Oktober 1995 om 10:00 te die ondervermelde perseel deur Libra Afslaers BK., Die Balju, Vanderbijlpark, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf: Plot 46, Vaalview, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 2,2095 (twee komma twee nul nege vyf) hektaar, bekend as Plot 46, Vaalview, Vanderbijlpark.

Belangrike voorwaardes van verkoping:

10% (Tien persent) depositio van die totale koopprys in kontat by toestaan van die bod en die balans van die koopprys binne 30 (dertig) dae na die datum van verkoping.

Die volgende verbeterings word beweer maar nie gewaarborg nie. Kaal erf.

Alle verkoopvoorwaardes wat deur Libra Afslaers, Die Balju net voor die verkoping uitgelees word, is in hul kantoor te Floridasentrum, Derde Verdieping, Ontdekkersweg, Florida, asook te die Balju-kantore, die Landdroskantoor Vanderbijlpark, Generaal Hertzoglaan, Vanderbijlpark, kantoorure, ter insae beskikbaar.

Louwrens & Coetzer, Queenlaan 130, Brakpan. (Verw. mnr. Louwrens/MK/L4306.)

Saak 7048/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **ABSA Bank** handeldrywende as Trust Bank, Eiser, en **mnr. Andries Phillippus Claassens,** Verweerder

In uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde perseel op Vrydag, 20 Oktober 1995 om 15:00 te die ondervermelde perseel deur Libra Afslaers BK., Die Balju, Springs, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 72, New State Areas, Registrasieafdeling IR, Transvaal, groot 736 (sewehonderd ses-en-dertig) vierkante meter, bekend as Jacobstraat 15, New State Areas, Springs.

Belangrike voorwaardes van verkoping:

10% (Tien persent) depositio van die totale koopprys in kontat by toestaan van die bod en die balans van die koopprys binne 30 (dertig) dae na die datum van verkoping.

Die volgende verbeterings word beweer maar nie gewaarborg nie. Kaal erf.

Alle verkoopvoorwaardes wat deur Libra Afslaers, Die Balju net voor die verkoping uitgelees word, is in hul kantoor te Floridasentrum, Derde Verdieping, Ontdekkersweg, Florida, asook te die Balju-kantore, Vierde Straat 66, Springs, gedurende normale kantoorure, ter insae beskikbaar.

Louwrens & Coetzer, Queenlaan 130, Brakpan. (Verw. mnr. Louwrens/MK/L4306.)

Saak 6167/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank,** Eksekusieskuldeiser, en **Y. D. Ally,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 14 Maart 1995 toegestaan is, op 6 Oktober 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 284, geleë in die dorpsgebied Pine Ridge, Witbank, Registrasieafdeling JS, Transvaal, groot 1364 (een drie ses vier) vierkante meter, gehou kragtens Akte van Transport T76008/1992.

Straatadres: Cockscrow 21, 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 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 óf die kontantgeld betaal, óf '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 24ste dag van Augustus 1995.

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank. (mnr. Venter/mev. Fourie.)

Saak 343/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank,** Eksekusieskuldeiser, en **K. Kaufman,** Eerste Eksekusieskuldenaar, en **A. J. Kaufman,** Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Maart 1995 toegestaan is, op 6 Oktober 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 461, geleë in die dorpsgebied Del Judor-uitbreiding 1, Witbank, Registrasieafdeling JS, Transvaal, groot 1474 (een vier sewe vier) vierkante meter gehou kragtens Akte van Transport T33/1994.

Straatadres: Anna Scheepersstraat 50, Del Judor, 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 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 óf die kontantgeld betaal, óf '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 24ste dag van Augustus 1995.

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank. (Verw. mnr. Venter/mev. Fourie.)

Saak 5204/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank,** Eksekusieskuldeiser, en **K. Singh,** Eerste Eksekusieskuldenaar, en **L. Singh,** Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 20 Desember 1994 toegestaan is, op 6 Oktober 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 101, geleë in die dorpsgebied Pine Ridge, Witbank, Registrasieafdeling JS, Transvaal, groot 943 (nege vier drie) vierkante meter, gehou kragtens Akte van Transport T31550/1986.

Straatadres: Gazaniastraat 20, Pine Ridge, 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 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 óf die kontantgeld betaal, óf '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 24ste dag van Augustus 1995.

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank. (Verw. mnr. Venter/mev. Fourie.)

Saak 3183/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank,** Eksekusieskuldeiser, en **Kutuala Tetyana,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 5 Julie 1995 toegestaan is, op 6 Oktober 1995 om 10:00, te die 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 472, geleë in die dorpsgebied Tasbet Park-uitbreiding 1, Witbank, Registrasieafdeling JS, Transvaal, groot 1234 (een twee drie vier) vierkante meter, gehou kragtens Akte van Transport T5452/1993.

Straatadres: Abeliastraat 15, 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 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

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

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank. (Verw. mnr.Venter/mev. Fourie.)

Saak 6509/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank,** Eksekusieskuldeiser, en **E. M. Mlambo,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 15 Februarie 1995, toegestaan is, op 6 Oktober 1995 om 10:00, te die 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 845, geleë in die dorpsgebied Tasbet Park-uitbreiding 2, Witbank, Registrasieafdeling JS Transvaal, groot 1 043 (een nul vier drie) vierkante meter, gehou kragtens Akte van Transport T88269/1992.

Straatadres: Alphenhornstraat 24, 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 24ste dag van Augustus 1995.

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank. (Verw. mnr. Venter/mev. Fourie.)

Saak 2886/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank,** Eksekusieskuldeiser, en **K. C. Pienaar,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 23 Junie 1995, toegestaan is, op 6 Oktober 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 449, geleë in die dorpsgebied Tasbet Park-uitbreiding 1, Witbank, Registrasieafdeling JS Transvaal, groot 1 234 (een twee drie vier) vierkante meter, gehou kragtens Akte van Transport T37373/1982.

Straatadres: Moepelstraat 10, Tasbet Park, 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 24ste dag van Augustus 1995.

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank. (Verw. mnr. Venter/mev. Fourie.)

Saak 491/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank,** Eksekusieskuldeiser, en **M. Chetty,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 11 Julie 1994, toegestaan is, op 6 Oktober 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 20, geleë in die dorpsgebied Pine Ridge, Witbank, Registrasieafdeling JS Transvaal, groot 1 319 (een drie een nege) vierkante meter, gehou kragtens Akte van Transport T21312/1990.

Straatadres: Sunflowerstraat 13, Pine Ridge, 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 24ste dag van Augustus 1995.

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank. (Verw. mnr. Venter/mev. Fourie.)

Case 12930/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Henning, Theresa Charmain,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince Geoerge Avenue, Brakpan, on 13 October 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, Brakpan, prior to the sale:

Certain Erf 809, Minnebron Township, Registration Division IR, Transvaal, situated at 103 Gert Bezuidenhout Avenue, Minnebron, Brakpan, measuring 1 050 (one thousand and fifty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick, tiled roof comprising lounge, kitchen, three bedrooms, two bathrooms and double garage.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. A00659/Mrs Kok/HM.)

Case 26008/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jacobs, Aubrey Jerome,** First Defendant, and **Jacobs, Shirley,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan at 439 Prince George Avenue, Brakpan on 13 October 1995 at 11:00 of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain: Erf 818, Geluksdal Township, Registration Division IR, Transvaal, situated at 818 Rheumanella Drive, Geluksdal, Brakpan, measuring 325 (three hundred and twenty-five) square metres.

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

Building built of semi-face brick, tiled roof comprising lounge, dining-room, kitchen, three 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 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. A00347/Mrs Kok/HM.)

Case 15783/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Van Zyl, Christoffel Johannes,** First Defendant, and **Van Zyl, Margaretha Louisa,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan at 439 Prince George Avenue, Brakpan on 13 October 1995 at 11:00 of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain: Remaining Extent of Erf 2015, Dalpark Extension 6 Township, Registration Division IR, Transvaal, situated at 21 Silverbush Singel, Dalpark Extension 6, Brakpan, measuring 1 066 (one thousand and sixty-six) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, dining-room, three bedrooms, kitchen, bathroom, single garage, outside toilet and precast fencing.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. A00197/Mrs Kok/HM.)

Case 13716/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jooste, Cornelius,** First Defendant, and **Jooste, Helena Johanna,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan at 439 Prince George Avenue, Brakpan on 13 October 1995 at 11:00 of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain: Portion 1 of Erf 1090, Brakpan Township, Registration Division IR, Transvaal, situated at 54B Kingsway Street, Brakpan, Brakpan, measuring 457 (four hundred and fifty-seven) square metres.

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

Building built of brick, and plaster, tiled roof comprising entrance hall, lounge, three bedrooms, kitchen, scullery, bathroom and pantry.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. A00174/Mrs Kok/HM.)

Case 32182/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sebastian, Sheon Nielan,** First Defendant, and **Sebastian, Ludfiya,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan at 439 Prince George Avenue, Brakpan on 13 October 1995 at 11:00 of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain: Erf 1839, Dalpark Extension 6 Township, Registration Division IR, Transvaal, situated at 9 Sterkbos Street, Dalpark Extension 6, Brakpan, measuring 900 (nine hundred) square metres.

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

Building built of brick and plaster, tiled roof comprising lounge, dining-room, three bedrooms, kitchen, two bathrooms, single garage, carport, outside toilet, pool and pre-cast fencing.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. A00283/Mrs Kok/HM.)

Case 16615/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Matsemela, Du Toit Frank,** First Defendant, and **Matsemela, Anna Mahlako,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 1 August 1995, and a writ of attachment (immovable property) dated 4 August 1995 the following immovable property will be sold in execution by the Sheriff of the Supreme Court, Springs, at 56 12th Street, Springs, on 6 October 1995 at 11:00, to the highest bidder:

Certain Erf 300, Wright Park Township, Registration Division IR, Transvaal, known as 4 Cowden Street, Wright Park, Springs, measuring 1 038 (one thousand and thirty-eight) square metres, held under Deed of Transfer T7782/1995.

Improvements: Semi-facebrick and plaster dwelling under iron roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, fitted carpets, toilet, carports, servants' quarters, servant's toilet, brick, concrete and wire boundary walls and fencing.

Terms and conditions:

1. 10% (ten per centum) of the purchase price 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 14 (fourteen) 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 12th Street, Springs.

Dated at Springs this 25th day of August 1995.

Ian M. Stoloff, 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/N95.)

Saak 9362/95

In die saak tussen **Standard Bank van Suid-Afrika Bpk.,** Eiser, en **Filipe Joel Dos Reis Fernandes,** Verweerder

Eksekusieverkoping gehou te word te Strubenstraat 142, Pretoria, op 11 Oktober 1995 om 10:00, van sekere eiendom bekend as Erf 190, geleë te Faerie Glen-uitbreiding 1, Registrasieafdeling JR, Gauteng, grootte 1 489 m^2 (eenduisend vier agt nege) vierkante meter.

Die eiendom is geleë en staan bekend as Indianalaan 474, Faerie Glen, Pretoria.

Verbeterings bestaan uit vier slaapkamers, kombuis, bad, bad/toilet, sitkamer, ingangsportaal, eetkamer, familiekamer, waskamer, twee verdiepings, stort, stoor, twee motorhuise en swembad.

'n Substansiële bouverenigingverband kan gereël word vir die goedgekeurde koper.

Terme: 16,75% (sestien komma sewe vyf persent) kontant op die dag van die verkoping en die balans teen oordrag wat verseker moet word deur 'n goedgekeurde waarborg wat verskaf moet word binne 21 (een-en-twintig) dae na datum van die verkoping.

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Pretoria-Oos.

Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, 259 Pretoriusstraat, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/LL/SB420.)

Saak 6289/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Frederick James Jones,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 31 Augustus 1992, die onderstaande eiendom te wete:

Erf 114, Daggafontein-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Fulmarstraat 6, Daggafontein, Springs, in eksekusie verkoop sal word op 6 Oktober 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 sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. *Buitegeboue:* Motorhuis en bediendekwartiere.

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 Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 24ste dag van Augustus 1995.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. J. A. Kruger/SSB/J335.)

Saak 2098/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Frederik Johannes Veldman,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 14 April 1992, die onderstaande eiendom te wete:

Erf 399, Daggafontein-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, provinsie Gauteng, geleë te Dabchick-weg 4, Daggafontein-uitbreiding 2, Springs, in eksekusie verkoop sal word op 6 Oktober 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 teëldak bestaan uit sitkamer, eetkamer, kombuis, vier slaapkamers en badkamer. *Buitegeboue:* Dubbelmotorhuis, werkskamer, waskamer, bediendekamer en toilet.

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 die 24ste dag van Augustus 1995.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SSB/V 1437.)

Case 8273/95
PH 175

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Divsion)

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Mamelasigidi, Azwihangwisi Prince,** Defendant

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Office of the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 10 October 1995 at 10:00, on the conditions read out by the auctioneer at the Office of the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale, of the undermentioned property situated at:

Erf 1047, Likole Extension 1 Township (formerly Erf 1372 Likole Extension 1 Township), Registration Division IR, Province of Gauteng, measuring 330 (three hundred and thirty) square metres, held by Certificate of Registered Grant of Leasehold TL33235/1988, which is zoned as residential and consists of (not guaranteed):

A dwelling, lounge, dining-room, three bedrooms, bathroom, w.c., kitchen and garage.

2. *Terms:*

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bonds rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2.2 Auctioneer's charges, payable on the day of sale, to be calculated as follows:

2.2.1 5% (five per centum) of 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);

2.2.2 minimum charges R200 (two hundred rand).

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

A. Lamprecht, for Hofmeyer Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Slabber.)

Case 16217/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jan Ernest Montgomery,** First Defendant, and **Irma Montgomery,** Second Defendant

Notice is hereby given that on 13 October 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 14 August 1995, namely:

Certain Erf 1019, Selection Park, Registration Division IR, the Province of Gauteng, situated at 36 Stark Avenue, Selection Park, Springs.

The following improvements (which are not warranted to be correct) exist on the property: Three bedrooms, bathroom, kitchen, dining-room and lounge.

The full conditions of sale may be inspected at the offices of the Sheriff, Springs, 56 12th Street, Springs.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs. L. Pinheiro/H06042.)

Case 34537/95
PH 46

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Benito Ray Stock N.O.,** Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 1 June 1995 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at the Johannesburg Magistrate's Court, corner of Fox and West Streets, Fox Street Entrance, Johannesburg, to the highest bidder on 3 November 1995 at 10:00:

Certain Erf 66, Turf Club Township, Registration Division IR, Province of Gauteng, measuring 1 222 square metres, held by Deed of Transfer T59364/1993 (known as 18 ABC Ferreira Street, Turffontein, Johannesburg).

Conditions of sale:

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

2. *The following improvements on the property is reported but nothing is guaranteed:* Detached single-storey residence, constructed under plastered brick walls and roof is of iron, ceilings are pressed steel and Herculite and floor coverings range from carpets and tiles to novilon, consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, playroom, bathroom, cellar, pool and patio, three garages, laundry room and servant's room, as well as two separate detached dwellings, comprising of lounge, two bedrooms, bathroom, kitchen and a servant's room in each separate dwelling.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 17,25% (seventeen comma two five per centum) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the office of the Sheriff of the Court for Johannesburg South.

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

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N448.)

NOTICE OF SALES IN EXECUTION

All the Sales in Execution are to be held at the Offices of the Sheriff, 8 PARK STREET, KEMPTON PARK, on Thursday, 12 October 1995 at 10:00 a.m.

Nedcor Bank Limited, Execution Creditor

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrate's Court Act, 1994.

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

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

CASE NUMBER: 942/95.

JUDGMENT DEBTOR: **JOEY JANNET VAN ZYL.**

Property: A Unit consisting of Section No. 45 as shown and more fully described on Sectional Plan No. SS31/94 in the scheme known as LEITON CENTRE in respect of the land and building or buildings situate at KEMPTON PARK TOWNSHIP, Kempton Park/Tembisa Metropolitan Substructure, situate at 31B Leiton Centre, Long Street, Kempton Park.

Improvements: Flat consisting of 3 bedrooms, 2 bathrooms, kitchen, dining-room, lounge, family room.

File Ref: LN3967/4.

L. J. VAN DEN HEEVER, SCHUMANNS ATTORNEYS, 12 VOORTREKKER STREET, P.O. BOX 67, KEMPTON PARK.

Saak 2331/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

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

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 7 April 1995 sal die ondervermelde eiendom op 12 Oktober 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik van Vereeniging is soos volg: Sekere Erf 325, Golf Park, Wilgeweg 23, Registrasieafdeling provinsie Gauteng, groot 1 209 (een twee nul 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: Geen verbeterings.

Aldus gedoen en geteken te Meyerton op hede die 18de dag van Augustus 1995.

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

Saak 33538/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk** (Allied), Eiser, en **Mairoon Nisha Gani,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 15 Junie 1995 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria Noord-Oos, op 31 Oktober 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Tsetse-Oord 6, Nellmapius en word omskryf as Erf 127, Nellmapius-dorpsgebied, groot 220 vk meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder 'n teëldak, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank- of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 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, Pretoria Noord-Oos, Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria hierdie 1ste dag van September 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. Malherbe.)

Saak 11112/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk,** Eiser, en **Malematja Daniel Mataha,** Eerste Verweerder, en **Mahloatsie Dora Mataha,** Tweede Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 6 Oktober 1995 om 11:00, by Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad) deur die Balju van Wonderboom, per openbare veiling verkoop sal word.

Die voormelde onroerende goed is Erf 1954, Blok GG, Soshanguve-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 788 m^2 gehou kragtens Sertifikaat van Huurpag T111712/92.

Verbeterings: 'n Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

Terme: Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprys, in kontant op die dag van die verkoping, 6 Oktober 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/M42/KA101.)

Case 10392/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Paouros Investments (Pty) Ltd,** First Defendant, and **Paouros: George,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 23 October 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain: Erf 3449, Brakpan Township, Registration Division IR, Transvaal, situated at 29 Voortrekker Street, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Shop at Ceres Street, comprises of a two toilets and store-room, shop at corner of Voortrekker Road and Ceres Street comprises of two toilets and coolroom. Supermarket comprises bakery, butchery and courtyard.

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

Dated at Johannesburg on the 23rd 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/U00174.)

Saak 11153/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Elsie Caroline Hewson,** Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 21 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning die Balju, Kempton Park, op 12 Oktober 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere: Erf 283, Bonaeropark-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Fornebustraat 43, Bonaero Park, groot 872 (agthonderd twee-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit: 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet en garage.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF0484).]

Case 1592/95
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
Viljoen, Daniel Jacobus, First Execution Debtor, and **Viljoen, Mary Phoebe Pricilla,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Remaining Extent of Erf 209, situated in the Township of Kliprivier, Registration Division IQ, Transvaal, being 209, Louis Trichardt Street, Kliprivier, Meyerton, measuring 1,2258 (one comma two two five eight) hectares.

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, bathroom with outbuildings with similar construction comprising store 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 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 5th 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/bt/V.118.)

Case 11039/95
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 **Breakspear, Tonya Lee,** 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 19 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 8 as shown and more fully described on Sectional Plan SS228/1994 in the scheme known as 985 Eastbury in respect of the land and building or buildings situated at Jeppestown Township, Johannesburg Local Authority of which section the floor area, according to the said sectional plan is 46 (forty-six) 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 by Deed of Transfer ST61058/1994.

An exclusive use area described as Parking Bay PB8, measuring 13 (thirteen) square metres being as such part of the common property comprising the land and the scheme known as 985 Eastbury in respect of the land and building or buildings situated at Jeppestown Township, Johannesburg Local Authority as shown and more fully described on Sectional Plan SS228/1994, held under Notarial Deed of Cession SK4527/1994S, being Flat 7, 985 Eastbury, Highgate Street, Jeppestown, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A duplex flat with tiled roof, comprising kitchen, lounge, separate toilet, two bedrooms, bathroom with outbuildings with similar construction comprising parking bay.

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 5th 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/bt/B.377.)

Case 7735/95
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 **De Aguiar, 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 19 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: Remaining Extent of Portion 8 of Erf 812, situated in the Township of Kew, Registration Division IR, Transvaal, being 15 Johannesburg Road, Kew, Johannesburg, measuring 2 677 (two thousand six hundred and seventy-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 iron roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, games room, three bedrooms, two bathrooms with outbuildings with similar construction comprising three garages, two servant's rooms, bathroom, store-room 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 5th 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/bt/D.387.)

Case 15285/95
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 **Angiers, Matthew,** 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 19 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 Erf 1005, situated in the Township of Malvern, Registration Division IR, Transvaal, being 102, St Frusquin Street, Malvern, Johannesburg, measuring 495 (four hundred and ninety-five) 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, entrance hall, laundry, separate shower, three bedrooms, bathroom with outbuildings with similar construction comprising garage, 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 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/bt/A.119.)

Case 10444/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Bellamy, Timothy Shane,** 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 19 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 Erf 2249, situated in the Township of Crystal Park Extension 3, Registration Division IR, Transvaal, being 31, Skimmer Road, Crystal Park Extension 3, Benoni, measuring 1 098 (one thousand 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 tiled roof, comprising kitchen, lounge/dining-room, study, three bedrooms, bathroom with outbuildings with similar construction comprising two garages and toilet.

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

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

Dated at Johannesburg this 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/bt/B.124.)

Case 28553/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Phoore, Johanna Leswika,** 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 19 October 1995 at 10:00, of the undermentioned leasehold 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:

All right, title and interest in and to the leasehold in respect of Erf 9093, situated in the Township of Daveyton Extension 2, Registration Division IR, Transvaal, being 16534 Joubert Street, Daveyton Extension 2, measuring 273 (two hundred and seventy-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, separate toilet and shower, three bedrooms, two bathrooms with outbuildings with similar construction comprising garage.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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/bt/P.208.)

Case 1293/94
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 **McInnes, Peter,** First Execution Debtor, and **McInnes, Dyann,** 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, Benoni, on 19 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain remaining portion of Portion 21 (a portion of Portion 16) situated in the Township of the Farm Petit 28, Registration Division IR, Transvaal, being 21 Holding Street, Petit, Benoni, measuring 1,1895 (one comma one eight nine five) hectares.

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

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

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

Dated at Johannesburg this 4th day of 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/avb/M773.)

Case 13373/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Willem Adriaan Pieters,** Defendant

A sale in execution of the property described hereunder will take place on 12 October 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Erf 23, Homestead Township, Johannesburg, Registration Division IR, Province of Gauteng, measuring 714 (seven hundred and fourteen) square metres, property also known as 45 Richard Avenue, Homestead, Germiston, comprising lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, garage, servant's room, brick walling and paving

A bond can be arranged for an approved purchaser.

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

Dated: 4 September 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19137/KD/PT.)

Saak 727/95

IN DIE LANDDROSHOF VIR DIE DISTRIK THABAZIMBI GEHOU TE THABAZIMBI

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk,** Eiser, en **Thabo Frans Kadi,** Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju: Thabazimbi, voor die Landdroskantoor, Vierde Laan, Thabazimbi, gehou op 13 Oktober 1995 om 10:00, van die volgende eiendom:

Erf 328, Regorogile-dorpsgebied, Registrasieafdeling KQ, provinsie Noord-Transvaal, groot 300 vierkante meter, gehou deur Verweerder kragtens Sertifikaat van Eienaarskap te 7490/95.

Hierdie eiendom is geleë te Standplaas 328, Regorogile, Thabazimbi.

Die volgende verbeterings is op die eiendom aangebring: Twee slaapkamers, kombuis, eetkamer, enkelverdiepinghuis, badkamer/toilet, sitkamer.

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

Die volledige verkoopvoorwaardes lê ter insae by die Balju se kantore te Tweede Laan 9, Thabazimbi.

Gedateer te Thabazimbi op hierdie 5de dag van September 1995.

E. J. Marx, vir Eric Marx Ingelyf, Vanderbijlstraat 56, Russellsgebou, Posbus 514, Thabazimbi. (Verw. mnr. Marx/sr E30/11.)

Case 13594/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Ernest Nhlanhla Sithole,** 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 Highveld Ridge, on Wednesday, 11 October 1995 at 14:00, at the Sheriff's Office, 23 Rotterdam Road, Evander, 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:

All right, title and interest in the property described as Erf 4573, Embalenhle Extension 9 Township, Registration Division IS, Transvaal, measuring 813 square metres, held under Deed of Transfer TL35616/91, known as 4573 Embahlenhle, Embalenhle Extension 9.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of three bedrooms, kitchen, lounge, bathroom with separate toilet, dining-room.

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

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 23 Rotterdam Road, Evander.

Dated at Pretoria this 8th day of September 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorney, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/jm/60577.)

Saak 524/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **The African Bank Limited,** Eiser, en **Letsedi Samuel Mamahlodi,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 13 Oktober 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 44, Blok K, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag T47111/92, grootte 360 (driehonderd-en-sestig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 8ste dag van September 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR Gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/A15/46/EJ.)

Saak 5266/94

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

In die saak tussen **Pretoria Electrical Wholesalers CC,** Eiser, en **Maryann Margaret Coetzee,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelede Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 13 Oktober 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1680, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied The Orchards-uitbreiding 11, staan ook bekend as Hultonstraat 113, The Orchards, gehou kragtens Akte van Transport van Huurpag T16270/90, grootte 800 (agt nul nul) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, eetkamer, studeerkamer, aparte toilet, badkamer, kombuis en drie slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 8ste dag van September 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR Gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/W2/293/EJ.)

Case 18705/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Stopforth, Anthony Cathwin,** 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, 12 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 Portion 45, of Erf 351, Martindale Township, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, area 526 (five hundred and twenty-six) square metres, situated at 1 Edith Street, Triomf.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, servants' quarters, carport with pre-cast 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 the 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. ForeclosuresZ679.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 12th October 1995 at 10:00.

Nedcor Bank Ltd, Execution Creditor

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

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

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

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

Case Number: 11628/94.

Judgment Debtors: **Socks Phasha** and **Sylvia Duduzile Phasha.**

Property: Erf 2400, Birch Acres Extension 12 Township, Registration Division I.R. Province of Gauteng, situated at 14 Kransduif Street, Birch Acres, Kempton Park.

Improvements: Dwelling house consisting of lounge, two bathrooms, dining-room, two toilets, three bedrooms, family room and kitchen. Outbuildings consisting of garage, driveway and swimming-pool.

File Ref: LN3932/4.

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

Saak 17703/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **McGregor, Manuel John,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 12 Oktober 1995 om 10:00, verkoop word te kantore van die Balju van Johannesburg Sentraal, Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Deel 4, soos getoon en vollediger beskryf op Deelplan 116/1982 in die gebou bekend as Reynard Hall, waarvan die vloeroppervlakte 69 vierkante meter groot is, ook bekend as Woonstel 104, Reynard Hall, Goldreichstraat 48, Hillbrow.

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

Datum: 7 September 1995.

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

Saak 8492/95

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

In die saak tussen **NBS Bank Beperk,** Eksekusieskuldeiser, en **Susanna Maria Christina Botha,** Eerste Eksekusieskuldenaar, en **Petrus Christiaan Botha,** Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 21 Julie 1995 die hiernagenoemde eiendom op Donderdag, 12 Oktober 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf 574, Glen Marais-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 532 vierkante meter, ook bekend as Ottostraat 20, Glen Marais, Kempton Park, gehou onder Titelakte T30433/94.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie:

Verbeterings: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, twee motorhuise, familie/TV kamer, kombuis, oprit, alles onder 'n geteëlde dak, omhein met betonmure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 7de dag van September 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RG/LN1932.)

Case 28527/94
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 **Mabunda, Egineta,** 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 19 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 Erf 825, situated in the Township of Berea, Registration Division IR, Transvaal, being 25, Hillbrow Street, Berea, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathroom with outbuildings with similar construction, comprising of two carports, servant's room, 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 this 6th day of September 1995.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M.947.)

Case 14220/95
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 **Nyathi, Vuyisile Joseph,** First Execution Debtor, and **Nyathi, Thokozile Elizabeth,** 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 19 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 29466, situated in the Township of Meadowlands Extension 12, Registration Division IQ, Transvaal, being 29466, Meadowlands Extension 12, Soweto, Johannesburg, measuring 220 (two hundred and twenty) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 6th day of September 1995.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N359.)

Case 18866/94
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 **Schmidt, Brian Ronald,** First Execution Debtor, and **Schmidt, Helen,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Portion 2 of Erf 721, situated in the Township of Witkop, Registration Division IR, Transvaal, being 2 Railway Road, Witkop, Vereeniging, measuring 3 385 (three thousand three hundred and eighty-five) 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, study, three bedrooms, bathroom with outbuildings with similar construction comprising of two garages, servant's room, toilet and store-room.

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

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

Dated at Johannesburg this 6th 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/S583.)

Case 6544/95
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 **Ngqame, Bhaqekile Elvis,** 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 19 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 6712 (previously known as Erf 5), situated in the Township of Emdeni Extension 2, Registration Division IQ, Transvaal, being 6712 (previously known as No. 5), Emdeni Extension 2, Soweto, Johannesburg, measuring 294 (two hundred and ninety-four) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick build residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom and separate 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 7th day of September 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N.328.)

Case 22190/94
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 **Zang, Daniel,** 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 19 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 Erf 63, situated in the Townwhip of Bruma, Registration Division IR, Transvaal, being 8 Linschoten Road, Bruma, Johannesburg, measuring 1 280 (one thousand two hundred and eighty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick build residence with tiled roof, comprising kitchen, lounge/dining-room, family room, study, play room, bar, storeroom, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, servant's room, toilet, laundry and a 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, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Autioneer'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 7th 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. (Ref. Foreclosures/fp/Z50.)

Case 17988/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Stiglingh Ahmed,** First Defendant, and **Stiglingh Pherlailne Phersaphne,** 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 31 August 1995 will be sold in execution on Thursday, 12 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 3664, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, in extent 486 (four hundred and eighty-six) square metres, situated at 18 Citrien Street, Ennerdale Extension 5, Vereeniging.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single story dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tile. *Floor:* Tiles. *Rooms:* Lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* Fenced, brick and concrete walls. *Improvements:* Walls.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% 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, 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 7th day of September 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4; 336-3921/2/3.) (Ref. Mr Steyn/1450.) (DOCEX:DX.571)

Case 11028/94

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

In the matter between **Nedcor Bank Limited,** Plantiff, and **Elizabeth Catharina Scott,** First Defendant

On 13 October 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 302, Sunward Park, Registration Division IR, Province of Gauteng, situated at 1 Ibis Close, Sunward Park, Boksburg.

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

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

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

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

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

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

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01864.)

Saak 2617/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eksekusieskuldeiser, en
Die Trustees van tyd tot tyd van Sabatino Familie Trust, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 18 Julie 1995 toegestaan is, op 13 Oktober 1995 om 11:00, te 4 Bietjie Kaap, Paulstraat, Del Judor-uitbreiding 22, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantooor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Gedeelte 4 van Erf 1537, Del Judor-uitbreiding 22, Witbank, Registrasieafdeling JS, Transvaal, groot 502 (vyf nul twee) vierkante meter, gehou kragtens Akte van Transport T37348/94, straatadres 4 Bietjie Kaap, Paulstraat, Del Judor-uitbreiding 22, Witbank.

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 óf die kontantgeld betaal, óf '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 7de dag van September 1995.

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

Saak 3149/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eksekusieskuldeiser, en
Die Trustees van die Van Zyl Blignaut Trust, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 18 Julie 1995 toegestaan is, op 13 Oktober 1995 om 10:00, te Fiddelstraat 26, Tasbet Park-uitbreiding 2, 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 1173, geleë in die dorpsgebied Tasbet Park-uitbreiding 2, Witbank, Registrasieafdeling JS, Transvaal, groot 1 000 (een nul nul nul) vierkante meter, gehou kragtens Akte van Transport T29486/88.

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 óf die kontantgeld betaal, óf '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 7de dag van September 1995.

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

Case 22653/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Lee, Andrew Stephen,** First Execution Debtor, and **Lee, Ester Amelia,** 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 19 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Portion 1 of Erf 60, situated in the Township of Lindberg Park, Registration Division IR, Transvaal, being 10 Peer Street, Lindberg Park, Johannesburg, measuring 741 (seven hundred and forty-two) square metres.

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

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) of 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 6th 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/L220.)

Saak 1071/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BEHTAL GEHOU TE BETHAL

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Jaime Firmino de Andrade,** Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Bethal gedateer 16 September 1994, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 16 September 1994, sal die ondervermelde vaste eiendom op Vrydag, 13 Oktober 1995 om 11:00, voor die Landdroskantoor te Kamer 83, Bethal, deur die Balju van die Landdroshof, Bethal, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Erf 398, geleë in die dorp Bethal, Registrasieafdeling IS, Provinsie Oos-Transvaal, groot 2 855 (tweeduisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T19419/1984. Die eiendom is verbeter.

Woonhuis bestaan uit drie slaapkamers, badkamer met aparte toilet, voorportaal, kombuis met opwas en waskamer, sitkamer en eetkamer. *Buitegeboue:* Garage, bediendekamer met toilet en stoorkamer.

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

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

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

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

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

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. Papenfus/dc/SPD019.)

Saak 2561/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **J R International Trade CC,** Eiser, en **J. A. Potgieter,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof Witbank en 'n lasbrief vir eksekusie gedateer 20 Julie 1995 sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroskantoor, Witbank, op Vrydag, 6 Oktober 1995 om 10:00:

Erf 676, Witbank-uitbreiding 3 (Voortrekkerstraat 17, Witbank), Registrasieafdeling JS, Transvaal.

Die eiendom synde 'n woonhuis met buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastings moet betaal, rente of Eiser se eis en al die verkoopvoorwaardes moet nakom wat ter insae lê by die Balju, Witbank, en by die Eiser se prokureurs, Van Heerden & Brummer Ingelyf.

Gedateer te Witbank op hierdie 30ste dag van Augustus 1995.

Van Heerden & Brummer Ing., Prokureur vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Privaatsak X7286, Witbank, 1035. (Verw. mev. Van Rooyen/10109-55545.)

Case 2561/95

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

In the matter between **J R International Trade CC,** Plaintiff, and **J. A. Potgieter,** Defendant

In pursuance of a judgment of the above-mentioned Honourable Court and a warrant of execution dated 20 July 1995, the property listed hereunder will be sold in execution on 6 October at 10:00, in front of the Magistrate's Office, Witbank:

Erf 676, Witbank Extension 3 (17 Voortrekker Avenue 17, Witbank), Registration Division JS, Transvaal.

The property being a dwelling-house and outbuildings, will be sold voetstoots to the highest bidder who will have to pay all outstanding rates and levies, and will have to comply with the conditions of sale which are available for inspection at the office of the Sheriff of Court, as well as the attorneys of the Plaintiff, Van Heerden & Brummer Inc.

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

Van Heerden & Brummer Inc., Attorneys for Plaintiff, Third Floor, Disa Building, Escome Street, Private Bag X7286, Witbank, 1035. (Ref. Mrs Van Rooyen/10109-55545.)

Case 10769/95

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

In the matter between **Fidelity Bank Limited,** Execution Creditor, and **Gallizio, Guiseppe,** Execution Debtor

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

Section 45, as shown and more fully described on Sectional Plan SS88/1992 in the building or buildings known as The Rose, situated at Corlet Gardens Extension 1 Township, in the Local Authority of the Greater Johannesburg Transitional Metropolitan Council, together with an undivided share in the common property of the land as shown and more fully described on the said sectional plan of which section the floor area according to the sectional title plan is 118 square metres, held by Deed of Transfer ST65930/1992, situated at Unit 35, The Rose, Rosen Street, Corlett Gardens (the property).

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-unit with lounge, dining-room, entrance hall, kitchen, two bedrooms, bathroom and water closet.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer—a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

D. Haasbroek, for Schwellnus Spies & Haasbroek, Plaintiff's Attorneys, c/o 51 Biccard Street, Braamfontein. (Tel. 886-1800.) (Ref. D. Haasbroek/bb F422.)

Case 13203/95

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

In the matter between **Fidelity Bank Limited,** Execution Creditor, and **Gallizio, Guiseppe,** Execution Debtor

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

Section 44, as shown and more fully described on Sectional Plan SS88/1992 in the building or buildings known as The Rose, situated at Corlet Gardens Extension 1 Township, in the Local Authority of the Greater Johannesburg Transitional Metropolitan Council, together with an undivided share in the common property of the land as shown and more fully described on the said sectional plan of which section the floor area according to the sectional title plan is 118 square metres, held by Deed of Transfer ST58219/1992, situated at Unit 31, The Rose, Rosen Street, Corlett Gardens (the property).

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-unit with lounge, dining-room, entrance hall, kitchen, two bedrooms, bathroom and water closet.

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

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

D. Haasbroek, for Schwellnus Spies & Haasbroek, Plaintiff's Attorneys, c/o 51 Biccard Street, Braamfontein. (Tel. 886-1800.) (Ref. D. Haasbroek/bb F427.)

Case 14032/91
PH 342

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

In the matter between **The Discount House of South Africa,** Plaintiff, and **Konyana: Andrew Kgopolo,** Defendant

1. The undermentioned property will be sold on 12 October 1995 at 10:00, at the Sheriff's Office, 131 Marshall Street, Johannesburg, in extent of a judgment obtained in the above matter on 3 September 1991:

Erf 5305, Pimville Zone 5 Township, Registration Division IQ, Transvaal, measuring 385 (three hundred and eighty-five) square metres, held under Deed of Transfer TL19353/1989 and situated at Stand 5305, Pimville, Zone 5, Soweto, Transvaal (the property).

2. The improvements to the property consists of the following although nothing is guaranteed: Detached dwelling-house consisting of three bedrooms, plus outbuildings consisting of two rooms and single garage, all on fenced stand.

Terms:

3. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) up to a maximum charge of R6 000 with a minimum charge of R200.

4. The conditions of sale may be inspected at the office of the Sheriff, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg, during normal office hours.

Dated at Johannesburg on this the 11th day of September 1995.

Webber Wentzel Bowens, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Mrs V. A. Dennett/301/D 24/93.)

Case 3686/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ajay Aniel Lalaram,** First Defendant, and **Jessica Lalaram,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 20 July 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 October 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Portion 5 of Erf 60, The Stewards Township, Registration Division IR, Transvaal, situated at 10 Brand Street, The Stewarts, Benoni, measuring 1 294 (one thousand two hundred and ninety-four) square metres.

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

The conditions of sale:

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

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

Dated at Benoni on this 7th day of September 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg, corner of 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00674/Mrs Kok.)

Case 4310/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **André Smith,** Defendant

Kindly take notice that pursuant to a judgment granted on 31 July 1995 and warrant of execution dated 1 August 1995, the following property will be sold in execution on Wednesday, 11 October 1995 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 1806, Crystal Park Extension 2 Township, Registration Division IR, Transvaal.

Improvements: Single storey, semi-face brick under tile, lounge, three bedrooms, kitchen, bathroom and toilet.

Known as 3 Riethaan Street, Crystal Park, Benoni.

Terms and conditions:

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

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

Dated at Benoni on this the 8th day of September 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/N1388.)

Saak 42629/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Johannes Jacobus Smith,** Eerste Verweerder, en **Anna Catharina Elizabeth van Zijl,** Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria, op 11 Oktober 1995 om 10:00, van:

Gedeelte 2 van Erf 424, geleë in die dorpsgebied Lynnwood Ridge-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 735 vierkante meter, gehou kragtens Akte van Transport T37853/94, beter bekend as Liz Johnstraat 254, Lynnwoodrif.

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, volvloermatte en teëlvloere, bestaande uit 'n ingangsportaal, sit-/eetkamer, gesinskamer, studeerkamer, kombuis, opwaskamer, spens, drie slaapkamers, twee badkamers en aparte toilet. *Buitegeboue:* Twee motorhuise, personeelkamer, badkamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

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

Saak 11154/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Sabrina Jarmain Rabkin,** Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 19 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 12 Oktober 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Deel 2, soos getoon en meer volledig beskryf of Deelplan SS147/94 in die skema bekend as Tere-Brittani, met straatadres bekend as Tere-Brittani 2, Reinerstraat 36 (Terenurestraat), Terenure, groot 137 (eenhonderd-sewe-en-dertig) vierkanter meter.

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, te Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis (FF 0483).]

Case 42851/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Gert Pieter Ehlers,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Pretoria, and writ of execution issued on 26 August 1995, the property listed hereunder will be sold in execution on 11 October 1995 at 10:00, in front of the Magistrate's Court, Pretoria East, 142 Struben Street, Pretoria, to the highest bidder:

Section 3, as shown and more fully described on Sectional Plan SS189/88, in the scheme known as Villa Selby, in respect of the land and building or buildings situated in the Township of Wingate Park, Local Authority: The Central Pretoria Metropolitan Substructure, measuring 108 (one hundred and eight) square metres, better known as Flat 5, Villa Selby Street, Wingate Park.

Conditions of sale:

1. The property of shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court made thereunder and of the title deeds in so far as these are applicable.

2. The following improvements are reported but not guaranteed: A two bedroom duplex with kitchen, lounge, dining-room, one and a half bathroom, single garage and private garden.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum)] per annum calculated on the Judgment Creditor's claim from the date of the sale to the date of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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, Pretoria East.

Signed at Pretoria on the 11th day of September 1995.

S. E. du Plessis, Van der Merwe Du Toit & Fuchs, Attorneys for Plaintiff, 14th Floor, Sanlam Centre, 252 Andries Street, Pretoria. (Ref. Mrs Engels/JR58016.)

Saak 20155/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Russel Albert Sansom,** Eerste Verweerder, en **Dorothy Ellen Samson,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 21 Februarie 1995, sal die ondervermelde eiendom op 27 Oktober 1995 om 09:00, deur die Balju Nigel, voor die Landdroskantore, Kerkstraat, Nigel, aan die hoogste bieder geregtelik verkoop word:

Erf 800, Jameson Park, Registrasieafdeling IR, Transvaal, groot 1 884 (eenduisend agthonderd vier-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T10265/1989, bekend as Roselaan 800, Jameson Park.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel. *Sonering:* Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Derde Laan 29, Nigel, en bevat onder andere die volgende:

(a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 6de dag van September 1995.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 654-1007/654-1039.] (Verw. mnr. Griffiths/sun.)

Saak 38176/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Andre Cilliers,** Eerste Verweerder, en **Elizabeth Johanna Cilliers,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 23 Mei 1995, sal die ondervermelde eiendom op 27 Oktober 1995 om 10:00, deur die Balju, Vanderbijlpark, by die Landdroshof, Generaal Hertzogstraat, Vanderbijlpark, aan die hoogste bieder geregtelik verkoop word:

Erf 452, Vaaloewer, Registrasieafdeling IQ, Transvaal, groot 765 (sewehonderd vyf-en-sestig) vierkante meter, gehou kragtens Akte van Transport T44073/1993, bekend as Tassiestraat 452, Vaaloewer.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel. *Sonering:* Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Vanderbijlpark, Kamer 102, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark, en bevat onder andere die volgende:

(a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 6de dag van September 1995.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 654-1007/654-1039.] (Verw. mnr. Griffiths/svn.)

Saak 20139/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Iftikhaar Gouse,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 23 September 1994, sal die ondervermelde eiendomme op 27 Oktober 1995 om 09:00, deur die Balju Nigel, voor die Landdroskantoor, Kerkstraat, Nigel, aan die hoogste bieder geregtelike verkoop word:

Erf 361, Jameson Park, Registrasieafdeling IR, Transvaal, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T44748/1993, bekend as Eaglelaan 361, Jameson Park.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel. *Sonering:* Residensieel, en Erf 362, Jameson Park, Registrasieafdeling IR, Transvaal, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T44748/1993, bekend as Eaglelaan 362, Jameson Park.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel. *Sonering:* Residensieel.

Bogemelde eiendomme word apart verkoop en nie as 'n eenheid nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Derde Laan 29, Nigel, en bevat onder andere die volgende:

(a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 6de dag van September 1995.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 654-1007/654-1039.] (Verw. mnr. Griffiths/svn.)

Case 18278/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Schaal: Jurgen Ulrich Eberhard,** First Defendant, and **Schaal: Celia Augusta Pires,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 12 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 unit comprising section 19 and its undivided share in common property in the Hustle Corner Sectional Title Scheme, area 76 (seventy-six) square metres, situation 34 Hustle Corner, corner of Bez and Regents Streets, Bellevue East.

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

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

Dated at Johannesburg on 8 September 1995.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ673.)

Saak 15451/94

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

In die saak tussen **ABSA Bank Beperk,** handeldrywend as United Bank, Eksekusieskuldeiser, en **Bafana Jacob Mbele,** Eerste Eksekusieskuldenaar, en **Lindiwe Anna Mbele,** Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park en 'n lasbrief vir eksekusie gedateer 1 Februarie 1995, die hiernagenoemde eiendom op Donderdag, 12 Oktober 1995 om 10:00, by die Baljukantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 352, Khatamping-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 296 vierkante meter, ook bekend as Khatamping 352, Tembisa, Kempton Park, gehou onder Akte van Transport TL6227/88.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

Verbeterings: Badkamer, eetkamer, toilet, twee slaapkamers, kombuis, alles onder 'n sinkdak en omhein met mure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 7de dag van September 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1710.)

Case 2293/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Jacobus Johan Swiegers,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 13 October 1995 at 10:00, at the property situated at 1 Karob Avenue, Doringkruin (Erf 84):

Erf 84, Township Doringkruin, Registration Division IP, Transvaal, measuring 1 019 (one thousand and nineteen) square metres, held by the Defendant under Deed of Transfer T38/89, situated at 1 Karob Avenue, Doringkruin.

The following information is furnished, though in this respect nothing is guaranteed: Vacant stand.

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L238396/ldw.)

Case 2293/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Jacobus Johan Swiegers,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 13 October 1995 at 11:00, at the property situated at 19 Knoppiesdoring Avenue, Doringkruin (Erf 226):

Erf 226, Township Doringkruin, Registration Division IP, Transvaal, measuring 1 127 (one thousand one hundred and twenty-seven) square metres, held by the Defendant under Deed of Transfer T85742/88, situated at 19 Knoppiesdoring Avenue, Doringkruin.

The following information is furnished, though in this respect nothing is guaranteed: Vacant stand.

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L238396/ldw.)

Case 12144/94

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

In the matter between **ABSA Bank Limited** (86/04794/06) (United Bank Division), Plaintiff, and **Phumzile Jacobus Bonkolo,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 11 April 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 29 September 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 801, Mabuya Park Township, situated on 801 Mabuya Park, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 273 (two hundred and seventy three) square metres.

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

Consists of lounge, kitchen, three bedrooms, bathroom with 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 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 28th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00418/Mrs Teixeira.)

Saak 17451/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Boshoff: Willem Hendrik,** Eerste Verweerder, en **Boshoff: Leonie Norma,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 9 November 1994, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 6 Oktober 1995 om 10:00, by die kantore van die Balju, te Randfontein, te Parkstraat 40, Randfontein, aan die hoogste bieder:

Eiendom A: Gedeelte 133 ('n gedeelte van Gedeelte 47) van die plaas Brandvlei 261, Registrasieafdeling IQ, Transvaal, groot 1,7131 (een komma sewe een drie een) hektaar, gehou kragtens Akte van Transport T1786/1984, sonering plaas, geleë te Gedeelte 133 ('n gedeelte van Gedeelte 47) van die plaas Brandvlei 261, en bestaande uit die volgende:

Beskrywing: Drieslaapkamerwoning met sinkdak, sitkamer, eetkamer, kombuis, badkamer, toilet, dubbelafdak, twee groot store, asook verskeie grasdakkies en omhein met draad.

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

Eiensom B: Hoewe 11, Dancornia-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,7131 (een komma sewe een drie een) hektaar, gehou kragtens Akte van Transport T2232/1987, sonering landbouhoewe, geleë te Hoewe 11, Dancornia-landbouhoewes, en bestaande uit die volgende:

Beskrywing: Onverbeterde perseel.

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

Terme en voorwaardes:

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

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

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

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] (Fax. (011) 331-9700.] (Verw. A. van der Merwe/bt/LB26.)

Saak 3691/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **NBS Bank Beperk,** Eiser, en **Richard John Wytrykowski,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 13 Oktober 1995 om 10:00:

Erf 600, geleë in die dorpsgebied Waldrift, in die Registrasieafdeling IQ, Transvaal, groot 1 553 vierkante meter, gehou kragtens Akte van Transport T65019/94, bekend as Horing Blendestraat 7, Waldrift, Vereeniging.

Verbeterings: Woonkamer, eetkamer, kombuis, opwasplek, drie slaapkamers, twee badkamers, stort, twee toilette, ingangsportaal, TV-kamer, Jucuzikamer, linnekamer, dubbelmotorhuis, teëldak, bediendekamer, pakkamer, toilet, volvloermatte, steen- en betonomheining en steenplaveisel.

Terme: Een-tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju-Vereeniging binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die Kantoor van die Balju, Landdroshof, Vereeniging.

Geteken te Vereeniging op hierdie 7de dag van September 1995.

Rossouw & Prinsloo, N.B.S.-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. J. A. M. Prinsloo/avdb.)

Case 8659/95

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

In the matter between **First National Bank of S A Limited,** Plaintiff, and **Coenraad Frederick Meyer van der Merwe,** First Defendant, and **Rene van der Merwe,** Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 19 July 1995, the following property will be sold in execution on Friday, 20 October 1995 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, to the highest bidder, viz:

Erf 80, Sunair Park Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, being 5 Hendrik Street, Sunair Park, Brakpan.

Comprising: Lounge, family room, dining-room, kitchen, three bedrooms, bathroom, shower, two toilets, 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 Germiston on this the 5th day of September 1995.

A. L. Freedman, for M. Levine & Freedman, Plaintiff's Attorneys, 210–5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) (Ref. Mr Freedman/OS/20226 (G).

Saak 9330/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Van Niekerk, Pierre Jean,** Eerste Verweerder, en **Pretorius, Amanda Velia,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 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 10 Oktober 1995 om 10:00 van die ondervermelde eiendom van die Verweerders 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 1704, Albertsdal-uitbreiding 6-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Bloukransstraat 33, Albertsdal-uitbreiding 6, Alberton, grootte 964m^2 (nege ses vier) vierkante meter.

Verbeteringe: (Geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Sitkamer, eetkamer, drie slaapkamers, badkamer, aparte toilet, kombuis en opwasvertrek. *Buitegeboue:* Dubbel motorafdak, bediendekamer 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 hierdie 7de 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/A8384E.)

Saak 10367/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Quarantana, Antonio,** Eerste Verweerder, en **Mathias, Sarah Lydia,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 12 Oktober 1995 om 10:00 van die ondervermelde eiendom van die Verweerders 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 1675, Bezuidenhout Valley-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Vierde Laan 53, Bezuidenhout Valley, Johannesburg, grootte 991m^2 (nege nege een) vierkante meter.

Verbeteringe: (Geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Sitkamer, eetkamer, drie slaapkamers, badkamer/toilet en kombuis. *Buitegeboue:* Enkelmotorhuis, speelkamer, bediendekamer, stoorkamer 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 hierdie 7de 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/A8355E.)

Case 00163/94
PH 643

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 **Govender, Shunmoogam,** First Defendant/Execution Debtor, and **Govender, Savithree,** Second Defendant/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 of the Supreme Court for the District of Johannesburg East ("the Sheriff") at the Sheriff's Office situated at First Floor, 131 Marshall Street, Johannesburg, on Thursday, 19 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 and which conditions will lie for inspection, prior to the sale, at the Sheriff's Office, situated at 131 Marshall Street, Johannesburg:

Erf 486, Malvern Township, Registration Division IR, the Province of Gauteng, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T10715/1992, and situated at 10 32nd Street, Malvern ("the property").

The property consists of the following improvements in respect whereof nothing is however warranted or guaranteed: A single storey dwelling comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c, laundry, with a detached outbuilding consisting of garage, carport, servant's room, store room and w.c.

Terms:

1. 10% (ten per centum) of the purchase price must be paid to the said Sheriff in cash on the day of the sale. The balance of the purchase price together with interest on the full purchase price at the rate of 18,25% (eighteen comma two five per centum) per annum, calculated daily and compounded monthly, calculated from the date of the sale to the date of registration of transfer, both days inclusive, is payable against registration of transfer, and the balance and interest is to be secured by a bank or building society or other acceptable guarantee, which guarantee is to be furnished within fourteen (14) days from the date of sale to the Sheriff or the Plaintiff's attorneys.

2. The Sheriff's auctioneers charges, payable by the purchaser to the Sheriff on the day of the sale in execution, is calculated at the rate of 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). Should the Sheriff, however, be entitled to a higher charge, then such higher charge shall be paid by the purchaser on the date of the sale in execution.

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

Krish Naidoo & Abdulla, Plaintiff's Attorneys, First Floor, 63 Avenue Road, Fordsburg, P.O. Box 42005, Fordsburg, 2033, Johannesburg. (Tel. 838-1887; Fax. 838-2221.) (Ref. Mr I. Abdulla/yr/COL/F2.)

Case 24150/94
PH 643

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 **Haynes, Derrick Petrus,** Defendant/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 of the Supreme Court for the District of Johannesburg East ("the Sheriff") at the Sheriff's Office situated at First Floor, 131 Marshall Street, Johannesburg, on Thursday, 19 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 and which conditions will lie for inspection, prior to the sale, at the Sheriff's Office, situated at 131 Marshall Street, Johannesburg:

Erf 1217, Malvern Township, Registration Division IR, the Province of Gauteng, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T11604/1994, and situated at 35 St Frusquin Street, Malvern ("the property").

The property consists of the following improvements in respect whereof nothing is however warranted or guaranteed: A single storey dwelling comprising entrance hall, lounge, study, kitchen, four bedrooms, bathroom and w.c, with a detached outbuilding consisting of garage, two servants' rooms, store room and w.c.

Terms:

1. 10% (ten per centum) of the purchase price must be paid to the said Sheriff in cash on the day of the sale. The balance of the purchase price together with interest on the full purchase price at the rate of 18,25% (eighteen comma two five per centum) per annum, calculated daily and compounded monthly, calculated from the date of the sale to the date of registration of transfer, both days inclusive, is payable against registration of transfer, and the balance and interest is to be secured by a bank or building society or other acceptable guarantee, which guarantee is to be furnished within fourteen (14) days from the date of sale to the Sheriff or the Plaintiff's attorneys.

2. The Sheriff's auctioneers charges, payable by the Sheriff on the day of the sale in execution, is calculated at the rate of 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). Should the Sheriff, however, be entitled to a higher charge, then such higher charge shall be paid by the purchaser on the date of the sale in execution.

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

Krish Naidoo & Abdulla, Plaintiff's Attorneys, First Floor, 63 Avenue Road, Fordsburg, P.O. Box 42005, Fordsburg, 2033, Johannesburg. (Tel. 838-1887; Fax. 838-2221.) (Ref. Mr I. Abdulla/yr/COL/F23.)

Case 10946/90

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Claude Eurette Crawford,** First Defendant, and **Inez Beverley Blanche Crawford,** Second Defendant

On 13 October 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeupoort Street, Boksburg:

Certain Portion 6 of Erf 276, Reiger Park Extension 1, Registration Division IR, the Province of Gauteng, situated at 290 Carma Street, Reiger Park Extension 1.

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

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

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01154.)

Case 4525/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Phillipus Jacobus Coetzee,** First Defendant, and **Antoinette Wassenaar,** Second Defendant

On 13 October 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeupoort Street, Boksburg:

Certain Erf 399, Beyerspark Extension 3, Registration Division IR, the Province of Gauteng, situated at 23 Lucas Meyer Street, Beyerspark Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 11th day of September 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06030.)

NOTICE OF SALE IN EXECUTION (IN THE SUPREME COURT OF SOUTH AFRICA — WITWATERSRAND LOCAL DIVISION)

The sale in execution is to be held at the office of De Klerk, Vermaak and Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 12 October 1995 at 10:00.

Nedcor Bank Limited is the Execution Creditor.

The hereinafter mentioned properties 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 Supreme Courts Act No. 59 of 1959.

2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 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 17798/95.

Judgment Debtors: **Wilhelmina Christina Grobler.**

Property: Portion 1 of Erf 839, Vereeniging Township, Registration Division IQ, the Province of Gauteng, situated at 44A George Street, Vereeniging.

Improvements: Detached single storey brick built residence under asbestos roof comprising five rooms other than kitchen and two bathrooms with outbuildings comprising garage, swimming-pool, domestic quarters and toilet.

Reference: MG0050.

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, 11 October 1995 at 10:00.

Nedcor Bank Limited is the Execution Creditor.

The hereinafter mentioned properties 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 3328/91.

Judgment Debtor: **Mpini Meshack Khumalo.**

Property: Erf 40, Spruit View Extension 1 Township, Registration Division IR, the Province of Gauteng, situated at Erf 40, Spruitview Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and two bathrooms with outbuildings comprising carport.

Reference: MK0058.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

Saak 927/94

IN DIE LANDDROSSHOF VIR DIE DISTRIK HEIDELBERG TRANSVAAL GEHOU TE HEIDELBERG TRANSVAAL

In die saak tussen **Stannic,** Eiser, en **G. Rossouw,** Verweerder

Geliewe kennis te neem dat ter uitvoering van 'n vonnis in die Landdroshof, vir die distrik Heidelberg, Transvaal, en 'n lasbrief vir eksekusie tot geregtelike verkoping uitgereik, sal die ondervermelde eiendom op 6 Oktober 1995 om 10:00, by die Landdroskantoor, Van Riebeeckstraat, Belfast, aan die hoogste bieder geregtelik verkoop word:

Erf 282, Machadodorp.

Verbeteringe: (Geen waarborg word egter ten opsigte hiervan gegee nie).

1. Die eiendom word met voorbehoud aan die hoogste bieder verkoop en die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarvolgens uitgevaardig.

2. Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant teen ondertekening van die voorwaardes van verkoping betaal, en die balans van die koopprys tesame met rente teen heersende bouverenigingrentekoerse, vanaf datum van verkoping tot datum van registrasie van transport, sal betaal of verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg, ten gunste van die Vonnisskuldeiser en/of sy genomineerde en ingehandig te word binne veertien (14) dae na datum van die verkoping.

3. Registrasie van transport sal bewerkstellig word deur die Vonnisskuldeiser se prokureurs en die koper sal op aanvraag alle bedrae betaal om transport te neem, insluitende hereregte, belasting, agterstallige belasting (indien enige) rente, verkoopskommissie en enige ander bedrag benodig ten einde registrasie te bewerkstellig.

4. Al die verkoopvoorwaardes is by die kantore van die Balju, Belfast, ter insae beskikbaar en persone wat belangstel, word versoek om met die Vonnisskuldeiser, wie bereid mag wees om 'n lening aan 'n goedgekeurde koper toe te staan in verbinding te tree.

Gedateer te Heidelberg Gauteng op hede die 28ste dag van Augustus 1995.

Liebenberg & Malan Ing., Ueckermannstraat 20; Posbus 136, Heidelberg, Gauteng. (Docex 2.) [Tel. (0151) 4164.] (Verw. mev. M. Minny.)

Case 1993/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Gunter Horst Gottfried Anderka,** First Defendant, and **Ronel Anderka,** 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, 13 October 1995 at 11:00:

Erf 1648, in the Township of The Orchards Extension 11, Registration Division JR, Transvaal, measuring 1 148 square metres, known as 29 Koos Prinsloo Street, The Orchards Extension 11.

Particulars are not guaranteed.

Dwelling, lounge, kitchen, two bedrooms, bathroom and carports.

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-443661(366535)/JAA/M. Oliphant.]

Case 44564/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Pieter Ernst Kruger,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 11 October 1995 at 10:00:

Erf 1480, situated in the Township Heuweloord Extension 3, Registration Division JR, Transvaal, measuring 1 255 square metres, known as 7 Naaldehout Avenue, Heuweloord.

Particulars are not guaranteed.

Dwelling, lounge, kitchen, two bedrooms, bathroom and single carport.

Inspect conditions at Sheriff Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue) Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-443655/JAA/M. Oliphant.)

Case 23385/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Dianne Estelle Alberts,** First Defendant, and **George Wilkie Alberts,** in his capacity as Surety, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 11 October 1995 at 10:00:

Erf 1388, Waterkloof Ridge Extension 2 Township, Registration Division JR, Transvaal, measuring 1 487 square metres, known as 438 Cliff Avenue, Waterkloof Ridge Extension 2.

Particulars are not guaranteed.

Dwelling, lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms and two toilets. Double garage and two carports. Staff room, toilet and laundry.

Inspect conditions at Sheriff Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) [Ref. N1/B-443676(366586)/JAA/M. Oliphant.]

Case 2389/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Jacob Gerhardus du Bruyn,** 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, 13 October 1995 at 11:00:

Portion 1 of Erf 386, Pretoria North Township, Registration Division JR, Transvaal, measuring 1 276 square metres known as 380 Danie Theron Street, Pretoria North.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms and two bathrooms. Garage.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-434225/JAA/M. Oliphant.)

Case 45573/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Petrus Johannes Kemp,** First Defendant, and **Beverley Ann Kemp,** Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 11 October 1995 at 10:00:

Holding 91, Laezonia Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,5696 hectare known as Plot 91, Aletta Road, Laezonia Agricultural Holdings.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, four bedrooms, bathroom and study. Double garage and toilet.

Inspect conditions at Sheriff, Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-443666/JAA/M. Oliphant.)

Case 48542/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Nabru Homes (Eiendoms) Beperk,** 89/0409/07, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 11 October 1995 at 10:00:

Erf 1082, situated in the Town The Reeds Extension 10, Registration Division JR, Transvaal, measuring 1 005 (one thousand and five) square metres known as 6 Stilt Avenue, The Reeds Extension 10.

Particulars are not guaranteed.

Dwelling: Lounge, kitchen, three bedrooms and bathroom. Carport.

Inspect conditions at Sheriff, Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N5/B-439482/JAA/M. Oliphant.)

Case 44563/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Brett Durrant,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 11 October 1995 at 10:00:

(a) Section 2 as shown on Sectional Plan SS509/93, in the building GAR4041 Erf 4041, Garsfontein Extension 11 Township, Registration Division JR, Transvaal, Local Authority City Council of Pretoria, measuring 109 (one thousand and nine) square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST86555/1993 dated 4 November 1993, known as Duet Unit 2 "GAR4041", 1055 Geelvis Street, Garsfontein Extension 11.

Particulars are not guaranteed.

Duet: Lounge, dining-room, kitchen, three bedrooms and bathroom. Single carport.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-443636/JAA/M. Oliphant.)

Case 485/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Johannes Lodewikus Houman,** 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, 13 October 1995 at 11:00:

Remaining Extent of Erf 380, in the Town Wolmer, Registration Division JR, Transvaal, measuring 1 912 square metres known as 337 Deetlefs Street, Wolmer.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, four bedrooms, two bathrooms, pantry, laundry, two garages and staff room.

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-429955/JAA/J. S. Herbst.)

Case 448/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Frans Edwin Bornman,** 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, 13 October 1995 at 11:00:

Erf 1939, situated in the Township of Doornpoort Extension 1, Registration Division JR, Transvaal, measuring 801 square metres known as 656 Amandelboom Street, Doornpoort Extension 1.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms (bath/toilet), two garages 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/A-429949/JAA/J. S. Herbst.)

Case 14005/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Charles Peter Bodenstein,** First Defendant, and **Susanna Magdalena Bodenstein,** Second Defendant

A sale in execution will be held in Friday, 13 October 1995 at 10:30, by the Sheriff for Letaba in front of the Magistrate's Office, Morgan Street, Tzaneen, of:

Erf 675, situated in the Township of Tzaneen Extension 8, in extent 1 555 square metres known as 12 Harry Dilly Street, Tzaneen Extension 8.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, bathroom/toilet, bathroom/toilet/shower, study, double garage, staff room and outside toilet.

Inspect conditions at the office of the Sheriff, Letaba, 50 Boundary Street, Tzaneen.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-443687/JAA/J. S. Herbst.)

Case 49923/91

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

In the matter between **United Bank Limited,** Plaintiff, and **Marthinus Gerhardus Oosthuizen,** Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 12 October 1995 at 10:00:

Remaining Extent of Erf 270 in the Town Daspoort, Registration Division JR, Transvaal, measuring 992 square metres known as 762 Ross Street, Daspoort.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, double garage, servant's room, toilet and borehole.

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

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-439475(332949)/JAA/J. S. Herbst.)

Case 47599/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Dawn Janet Marais,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 11 October 1995 at 10:00, of:

Section 9 as shown on Sectional Plan SS71/1977 in the building Unita, situated at Tamara Park Township, Local Authority City Council of Verwoerdburg, measuring 121 square metres; and an undivided share in the common property in the land and building held under Deed of Transfer ST29885/94 dated 29 April 1994, known as Flat 9, Unita, 2 Tamara Street, Tamara Park, Verwoerdburg.

Particulars are not guaranteed.

Three bedroomed flat with dining-room, kitchen, bathroom and jacuzzi.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-443698/JAA/J. S. Herbst.)

Case 46974/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Gideon Okert Stroebel,** First Defendant, and **Dorothy Lillian Verdoorn** (in her capacity as surety), Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 11 October 1995 at 10:00, of:

Erf 2512, situated in the Township of Rooihuiskraal Extension 20, Registration Division JR, Transvaal, measuring 1 001 square metres known as 6 Arend Street, Rooihuiskraal Extension 20.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, scullery and double garage.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-443684/JAA/J. S. Herbst.)

Case 31283/94
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 **Dos Santos, Carol Ann,** First Execution Debtor, and **Dos Santos, Ashwell Franciscus Xavier,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 4295, situated in the Township of Ennerdale Extension 5, Registration Division IQ, Transvaal, being 158 Olivien Street, Ennerdale Extension 5, measuring 471 (four hundred and seventy-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, separate toilet, three bedrooms and bathroom.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 7th day of September 1995.

S. A. Simpson, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.142)

Saak 264/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BALFOUR GEHOU TE BALFOUR

In die saak tussen **Willem Lodewikus Fourie,** Eksekusieskuldeiser, en **Petrus Lafras Smit,** Eksekusieskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 7 Augustus 1995 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 6 Oktober 1995 om 09:00, te die Landdroskantore, Frankstraat, Balfour, geregtelik verkoop sal word, naamlik:

Een-halwe onverdeelde aandeel in Erf 221, Greylingstad, Registrasieafdeling IR, Transvaal.

Verbeterings: Steen geboude woonhuis met sinkdak bestaande uit slaapkamers, badkamer, sitkamer, eetkamer, kombuis en motorhuis.

J. W. M. Pretorius, vir Brits Pretorius Kruger & Coetzer Ing., Prokureurs vir Eksekusieskuldeiser, Tweedelaan 35, Nigel. (Verw. V1312/P/JH.)

Saak 15000/95

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

In die saak tussen **Wilson Gerald James,** Eksekusieskuldeiser, en **Bezuidenhout, J. L. J.** en **S. H.,** Eksekusieskuldenaars

In terme van die vonnis in bogemelde Agbare Hof toegestaan op 8 Augustus 1995 en 'n lasbrief vir eksekusie teen goed gedateer 17 Augustus 1995, sal die ondergemelde goedere verkoop word op Vrydag, 27 Oktober 1995 om 10:00, voor die hoofingang van die Balju se kantore, Magaliesstraat 6, Koster, aan die hoogste bieder, naamlik:

17 Defy slimline stowe, Model DB 0250.

17 Defy slimline Hob SP; MCP/W Model DHD 270.

1 Kumatsu voorlaaier kap, Model CB 600.

Onderstel LK 600 Volgnommer 01601.

Sien aanhangsel hierby aangeheg.

Terme: Alleenlik kontant, bankgewaarborgde tjeks.

Gedateer te Johannesburg op hede die 12de dag van September 1995.

Oosthuizen & Erasmus, Goldmanstraat 5, Posbus 720, Florida, Docex 13, Roodepoort. (Tel. 674-1320.) C/o Mark-Anthony Beyl, Suite 2469, Johannesburg.

Saak 238/95

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **Delmas Stadsraad,** Eksekusieskuldeiser, en **J. L. Lubbe,** Eksekusieskuldenaar

Ingevolge 'n vonnis gegee deur die bogenoemde Agbare Hof op 19 April 1995, en 'n lasbrief vir eksekusie, sal die ondergenoemde eiendom verkoop word te die Landdroskantoor, Lawastraat, Delmas, Vrydag, 6 Oktober 1995 om 09:00, aan die hoogste bieër:

Beskrywing van eiendom: Erf 643, geleë in die dorpsgebied Eloff, Registrasieafdeling IR, Provinsie van Oos-Transvaal, beter bekend as Erf 643, Dawsonstraat, Eloff-dorpsgebied, groot 537 (vyfhonderd sewe-en-dertig) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T45472/1984.

'n Onverbeterde erf.

Verkoopvoorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg binne 21 dae vanaf die datum van verkoping verskaf word vir die balans van die koopprys.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan by die kantoor van die Balju te Delmas nagegaan word.

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

B. J. J. Kruger, vir Odendaal & Kruger, Prokureurs vir Eksekusieskuldeiser, Derde Straat 34, Posbus 836, Delmas, 2210. (Verw. mnr. Kruger/CG/BD0064.)

Saak 11618/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Gawain Dylan Schultz,** Eerste Verweerder, en **Tanja Mills,** Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 18 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 12 Oktober 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 593, Birch Acres-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Korhaanstraat 19, Birch Acres-uitbreiding 1, groot 1 443 (eenduisend vierhonderd drie-en-veertig) vierkante meter.

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0519).]

Saak 320/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SESHEGO GEHOU TE SESHEGO

In die saak tussen **The African Bank Ltd,** Eiser, en **Matlakala Mabel Phoshoko,** Verweerder

Ter uitvoering van 'n vonnis en uit hoofde van 'n lasbrief vir eksekusie sal die ondergemelde eiendom per openbare veiling verkoop word deur die Balju, Seshego, op Woensdag, 1 November 1995 om 14:00, te die magistraatskantore, Seshego, aan die hoogste bieder, met reserwe:

Sekere Standplaas 2687, Eenheid 2, Seshego, groot 399,2 (drie nege nege komma twee) vierkante meter, distrik Seshego, omskrywing soos omskryf op Algemene Plan BA 7/1964.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel die korrektheid daarvan nie gewaarborg word nie:

Die woonhuis is gebou met stene en aan die buitekant nie gepleister nie, maar geverf en het 'n asbesdak. Die woonhuis bestaan uit 'n sitkamer, kombuis met warm en kouewater by die opwasbak asook 'n stoof en kombuiseenheid met novilon teëls op die vloer, twee slaapkamers, en badkamer met toilet, bad en handewasbak. Daar is plafonne in die kamers en is gepleister en geverf. Alle munisipale dienste word verskaf insluitend elektrisiteit. Die dubbel motorafdak wat aangrensend aan die woonhuis is. Die eiendom is met draad omhein.

Die materiële voorwaardes van die verkoping is:

1. Tensy daar voor datum van verkoping gereël is met die Eiser of sy Prokureur sal die koper 10% (tien persent) van die koopprys betaal, of 'n deposito van R3 000 (drieduisend rand), welke ookal die grootste is, in kontant onmiddellik na die verkoping en die balans, tesame met rente daarop sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 21 (een-en-twintig) dae vanaf datum van verkoping.

2. Die eiendom word voetstoots verkoop en onderhewig aan:

2.1 Die Wet op Landdroshowe en die reëls in terme daarvan uitgevaardig.

2.2 Die voorwaardes soos vervat in die Grondbrief; en

2.3 Die verkoopvoorwaardes, wat ingesien mag word by die kantore van die Balju, Seshego, wie die volledige voorwaardes van verkoping sal uitlees onmiddellik voor die verkoping, en waarvan die inhoud hierin geïnkorporeer moet word.

Geteken te Pietersburg op hierdie 5de dag van April 1995.

J. Horak, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. 291-2147/8.) (Verw. mnr. Horak/pvdh/5620.)

Case 23904/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Anderson: Jennifer Daphne,** Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 13 October 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, Brakpan, prior to the sale:

Certain portion 46 of Erf 1605, Brakpan-Noord Extension 3 Township, Registration Division IR, Transvaal, situated at 46 Huntingdon, Brakpan-North Extension 3, Brakpan, measuring 357 (three hundred and fifty-seven) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a lounge, dining-room, three bedrooms, kitchen, one bathroom, single garage and pre-cast fencing.

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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on the 24th day of August 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. A00296/Mrs Kok/HM.)

Case 17511/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Vorster: Ernest,** First Defendant,and **Vorster, Gertruida Johanna 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 at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 13 October 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 892, Brenthurst Extension 1 Township, Registration Division IR, Transvaal, situated at 24 Pienaar Street, Brenthurst Extension 1, Brakpan, measuring 833 (eight hundred and thirty-three) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, three bedrooms, kitchen, one bathroom, carport and a servant's 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on the 24th day of August 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref.A00213/Mrs Kok/HM.)

Case 19023/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Elsie Jooste,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 13 October 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, Brakpan, prior to the sale:

Certain Erf 148, Geluksdal Township, Registration Division IR, Transvaal, situated at 148 Caroline Street, Geluksdal, Brakpan, measuring 338 (three hundred and thirty-eight) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building build of brick and plaster and consists of lounge, two bedrooms, bathroom with w.c. and kitchen.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-463.) (Ref. Mrs Whitson/AU0267.)

Case 3920/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Measroch: Hilary Cheryl,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Block D, First Floor, Lochner Park, c/o Richards Drive and Futtie Street, Halfway House, on Wednesday, 11 October 1995 at 14:30, 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 442, Wendywood Extension 1 Township, Registration Division IR, Transvaal, area 1240 (one thousand two hundred and forty) square metres, situated at 23 Freezia Street, Wendywood Extension 1, Sandton.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, double garage, swimming-pool, servants' quarters and toilet with precast walls around property.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other 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 centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum), with a maximum fee of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand).

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. Foreclosures/Z191.)

Saak 90/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinciale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **David de Wet Hepburn,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom te gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) op 13 Oktober 1995 om 11:00, van:

Erf 521, geleë in die dorpsgebied The Orchards-uitbreiding 10, Registrasieafdeling JR, Transvaal, groot 800 vierkante meter, gehou kragtens Akte van Transport T65918/94, beter bekend as Seymorestraat 62, The Orchards-uitbreiding 10.

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, volvloermatte en vinielteëlvloere, bestaande uit 'n sitkamer, kombuis, drie slaapkamers en twee badkamers.

Besigtig voorwaardes by Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

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

Saak 3475/87

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Paragon Electrical Wholesalers (Pty) Limited,** Eiser, en **R. W. Rademeyer,** Verweerder

Ingevolge 'n vonnis en eksekusielasbrief wat by bogemelde Agbare Hof verkry is en gedateer 11 Februarie 1987 sal die hiernagenoemde eiendom op 11 Oktober 1995 om 10:00, te Strubenstraat 142, Pretoria, Gauteng, per publieke veiling aan die hoogste bieder verkoop word.

Erf 11, Clubview, Pretoria-Suid, Gauteng, Registrasieafdeling JR, bekend as Aberdeenweg 79, Clubview-Oos, Pretoria, Gauteng, groot 2 299 (tweeduisend tweehonderd nege-en-negentig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T48755/1974.

Verbeteringe: Die volgende besonderhede word verstrek maar word nie gewaarborg nie: Skuinsdakwoonhuis met drie slaapkamers, badkamer, sitkamer, eetkamer, kombuis, enkel motorhuis, motorafdak, bediendekamer met toilet.

Die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pretoria-Suid, te Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad.

Gedateer te Pretoria op hierdie 7de dag van September 1995.

R. E. Megaw, Prokureur vir Eiser, Salvelkoulsgebou 417, Paul Krugerstraat 256, Pretoria. [Tel. (012) 323-1753/4.] (Verw. Megaw/ds/28/87.)

Saak 6249/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **ABSA Bank Bpk** handeldrywende as Trust Bank, Eksekusieskuldeiser, en **Barend Bartholomeus Burger,** Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 27 Januarie 1995 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word in eksekusie om die tyd soos hieronder afsonderlik gemeld op 27 Oktober 1995 te die adresse soos hieronder gemeld, aan die hoogste bieër:

Gedeelte 52 ('n gedeelte van Gedeelte 14) van die plaas Rondebosch 403, Registrasieafdeling JS, Provinsie Oos-Transvaal, groot 48,4202 hektaar, gehou kragtens Akte van Transport T41820/1080 en Verband B112484/1992 en R43846/1989 geleë te Towers Motel, ou Belfastpad, distrik Middelburg om 10:00.

Gedeelte 1 van Erf 3957, gelë in die dorp Middelburg-uitbreiding 11, Registrasieafdeling JS, Provinsie Oos-Transvaal, groot 3 277 m^2 gehou kragtens Akte van Transport T53809/1984, Verbandakte B6566/1981 geleë te Meterstraat 10B, Middelburg, Transvaal om 11:00.

Resterende Gedeelte van Erf 455, Middelburg, JS, Provinsie Oos-Transvaal, groot 2 855 m^2 gehou kragtens Akte van Transport T30799/1978, Verbandaktes B65567/1984, geleë te Oosstraat 23, Middelburg, om 12:00.

Restant van die plaas Klipplaatdrift 343, JS, Provinsie Oos-Transvaal, groot 132,4028 hektaar, gehou kragtens Akte van Transport T17896/1970, Verbandakte B6489/1986, geleë te plaas Klipplaatdrift op die Stoffberg/Groblersdalpad (voor Avontuur) volg aanrigtingwysers op dag van veiling gehou te word om 13:00.

1. Die eiendom sal voetstoots verkoop word en sonder reserwe aan die hoogste bieër en sal die verkoping onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet van 1944, soos gewysig.

2. Die verkoopprys sal betaalbaar wees soos volg:

2.1 10% (tien persent) van die koopprys op die dag van die verkoping.

2.2 Die onbetaalde balans tesame met rente op die balanskoopsom geteken teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar, gereken vanaf datum van verkoping tot datum van registrasie van die eiendom in die naam van die Koper sal betaal word of verseker word by wyse van 'n bank- of bougenootskapwaarborg binne 21 (een-en-twintig) dae van datum van verkoping.

3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10 (tien rand).

4. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg, asook die kantore van Van Deventer & Campher, Suite 11, Midmedgebou, Joubert-straat, Middelburg.

Aldus gedaan en geteken te Middelburg, Transvaal, op hierdie 15de dag van September 1995.

C. Alberts, vir Van Deventer & Campher, Suite 11, Midmedgebou, Joubertstraat, Middelburg. [Tel. (0132) 2-5203.] (Verw. mnr. Alberts/CD/JT137.)

Case 14828/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Amos Motlotlegi Mohulatsi,** First Defendant, and **Susan Masentsho Mohulatsi,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (north of Sasko Mills) old Warmbaths Road, Bon Accord, on Friday, 20 October 1995 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Wonderboom/Soshanguve, at the above address and will be read out prior to the sale.

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

Property: Erf 66, Theresapark Extension 1 Township, Registration Division JR, Transvaal, known as 65 Dassie Avenue, Theresapark Extension 1.

Improvements: Three bedrooms, kitchen, lounge, two bathrooms, dining-room, two garages and carport.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM-GT2591.)

Case 21953/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Abinos Chagari Gondoh,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court Offices, Namakgale, on Tuesday, 31 October 1995 at 15:00:

Full conditions of sale can be inspected at the Sheriff, Namakgale, at 43 Potgieter Street, Phalaborwa, and will be read out prior to the sale.

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

Property: Ownership Unit C81, in the Township of Namakgale Zone, District Namakgale.

Improvements: Three bedrooms, one and a half 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/GT2029.)

Case 13867/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plantiff and **Lazarus Litau,** First Defendant, and **Kgathatso Ethel Litau,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at in front of the main entrance Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 20 October 1995 at 10:00:

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

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

Property: Holding 84, Rosashof Agricultural Holdings Extension 2, Registration Division IQ, Transvaal.

Improvements: Single-storey, three bedrooms, kitchen, lounge, bathroom, study, dining-room, and two garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, [Tel. (012) 325-4185.] (Ref. B. du Plooy /LVDM/GT2562.)

Case 24096/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff and **Norman Montague Hunter** First Defendant, and **Cindy Hunter,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at in front of the Magistrate's Court, Brown Street, Nelspruit, on Friday, 27 October 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Nelspruit, Nedbank Building, Brown Street, Nelspruit, and will be read out prior to the sale.

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

Property: Erf 2037, Nelspruit Extension 13 Township, Registration Division JT, Transvaal, known as 25 Sonbesie Street, Nelspruit Extension 13.

Improvements: Double-storey, four bedrooms, kitchen, lounge, family room, three bathrooms, dining-room, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B du Plooy /LVDM/GT2112.)

Case 13910/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Stephen Gerald Smith,** First Defendant, and **Ursuala Jean Smith,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff, Vereeniging, offices of Deklerk, Vermaak & Partners, Overvaal Building, 25 Kruger Avenue, Vereeniging, on Thursday, 26 October 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vereeniging, at the above addres and will be read out prior to the sale.

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

Property: Holding 66, Golf-View Agricultural Holdings, Registration Division IQ, Transvaal.

Improvements: Three bedrooms, kitchen, lounge, family room, two bathrooms, dining-room, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B du Plooy /LVDM/GT2534.)

Case 13292/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plantiff, and **Petrus Vosloo,** Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Kruger Street, Bronkhorstspruit, on Friday, 27 October 1995 at 12:00:

Full conditions of sale can be inspected at the Sheriff, Bronkhorstspruit, 30 Mark Street, Bronkhorstspruit, and will be read out prior to the sale.

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

Property: Holding 179, Nest Park Agricultural Holdings Extension 1, Registration Division JR, Transvaal.

Improvements: Single-storey, two bedrooms, kitchen, lounge, bathroom, dining-room and two garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2544.)

Case 14309/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Andries Gerhardus Botha,** First Defendant, and **Anna-Marie Botha,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at 26 Princeton Street, Evander, on Wednesday, 11 October 1995 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Highveld Ridge, Lastinda Building, Evander, and will be read out prior to the sale.

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

Property: Erf 668, Evander Township, Registration Division IS, Transvaal, known as 26 Princeton Street, Evander.

Improvements: Three bedrooms, kitchen, lounge, bathroom with separate toilet, dining-room, garage, servants' quarters with bathroom and toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325/4185.] (Ref. B. du Plooy/LVDM/GT2574.)

Case 11855/94

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

In the matter between **Nedcor Bank Limited,** Plantiff, and **Elias Elijah Mhlanga,** First Defendant, and **Merriam Lillian Mhlanga,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Delville Street, Witbank, on Friday, 20 October 1995 at 10:00:

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

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

Property: Erf 2159, Phola Township, Registration Division JS, Transvaal.

Improvements: Single-storey, two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1700.)

Case 12259/94

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

In the matter between **Nedcor Bank Limited,** Plantiff, and **Johan Andre Jansen van Nieuwenhuizen,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff, Halfway House, Block D, First Floor, Lochner Park, corner of Richard Avenue and Suttie Street, Halfway House, on Wednesday, 25 October 1995 at 14:30:

Full conditions of sale can be inspected at the Sheriff, Halfway House, at the above address and will be read out prior to the sale.

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

Property: Erf 807, Noordwyk Extension 2 Township, Registration Division JR, Transvaal, known as 807 Alwyn Street, Noordwyk Extension 2.

Improvements: Three bedrooms, kitchen, lounge, one and a half bathroom and dining-room.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1724.)

Case 17000/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Malobola Mbuyiseli Shadrack,** First Defendant, and **Kutoane Nombulelo Lucy,** 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 August 1995 will be sold in execution on Thursday, 12 October 1995 at 10:00, by the Sheriff of Supreme Court at the offices of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 5734, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, in extent 325 (three hundred and twenty five) square metres, situated at 5734 Titanium 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 and plaster. *Roof:* Tile. *Floor:* Cement finish. *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 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, 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 11th day of September 1995.

De Villiers & Co. Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4; 336-3921/2/3.) (Ref. Mr Steyn/1481.) (DOCEX:DX571.)

Case 18693/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Syfrets Bank Limited,** Plaintiff, and **Botes, William John Henry,** 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 Third Floor, United Building, 177 President Street, Germiston, on Monday, 16 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 Germiston South, at Third Floor, United Building, 177 President Street, Germiston.

Erf 336, South Germiston Township, Registration Division IR, Transvaal, measuring 991 m^2, held by the Defendant under Deed of Transfer T30380/1986, being 313 Victoria Street, Germiston South.

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

The property consists of: A building of brick and iron roof consisting of an entrance hall, lounge, kitchen, three bedrooms and bathroom together with an outbuilding consisting garage, two servants' rooms with w.c.

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

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

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

Plaintiff's Attorneys, Routledges Incorporated, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. 199843/Mr Nesbit/ca.)

Case 7341/94
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 **Mackenzie Susanna Gerarda Maria,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, 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 the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 97, Norscot Extension 2 Township, Registration Division IQ, Transvaal, measuring 1806 m^2, held by the Defendant under Deed of Transfer T73418/1988, being 18 Crawford Street, Norscot Extension 2.

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, bathroom/w.c., bathroom/shower, separate w.c., kitchen, two garages, servant's room, store-room and outside w.c./shower.

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

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

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

Plaintiff's Attorneys, Routledges Incorporated, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z25284/JHBFCLS/Mr McCallum/cvdn.)

Case 16511/95
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 **Bands Catherine Ivoreen,** 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 884, Yeoville Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer T1615/1995, being 31 Francis Street, Yeoville, Johannesburg.

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

The property consists of: Entrance hall, study, three bedrooms, lounge, dining-room, kitchen, bathroom, bathroom/shower and Granny flat consisting of a bedroom, bathroom 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) actioneer'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 4th day of September 1995.

Plaintiff's Attorneys, Routledges Incorporated, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4742/JHBFCLS/Mr McCallum/cvdn.)

Case 32989/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Hassen Yusuf Moosa,** 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, 19 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 of the Supreme Court, Johannesburg West at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 1293, Mayfair Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer T2212/1991, being 90 Eighth Avenue, Mayfair, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: Entrance hall, lounge, three bedrooms, two bathrooms, kitchen, pantry, servant's room and outside bathroom/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by 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 4th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z78319/JHBFCLS/Mr McCallum/cvdn.)

Case 12505/95
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 **Jooste Johanna Margaretha,** 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 of the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

Section 24 as shown and more fully described on Sectional Plan SS119/1983 in the building or buildings known as La Contell situated at the Township of Berea and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 83 m², held by the Defendant under Certificate of Registered Sectional Title Number ST119/1983 (24)(unit), being 406 La Contell, 50 Mitchell Street, Berea.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: Lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by 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 25th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3816/JHBFCLS/Mr McCallum/cvdn.)

Case 22473/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Limited), formerly United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Jensen Dennis Allan,** 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, 19 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 De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Street, Vereeniging:

Portion 37 (a portion of Portion 27) of the farm Rietspruit 152, measuring 8,5653 hectares, held by the Defendant under Deed of Transfer T40136/911, being Plot 37, Rietspruit 152 Agricultural Holdings, Meyerton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property has been vandalised.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by bank 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 14th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0540/ERFCLS/Mr Preiss/lp.)

Case 12157/95
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 **Sibisi Leonard Charles,** 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 of the Supreme Court, Johannesburg East at 131 Marshall Street, Johannesburg.

Section 28 as shown and more fully described on Sectional Plan SS26/1982 in the scheme known as Oak Mansions in respect of the land and building or buildings situated at Yeoville Township, and an undivided share in the common property in the land and building or buildings as shown are more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 48 m^2, held by the Defendant under Certificate of Registered Sectional Title Number ST7485/1992, being Flat 312 Oak Mansions, Saunders Street, Yeoville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: Lounge, dining-room, bedroom, bathroom 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 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. ZA3762/JHBFCLS/Mr McCallum/cvdn.)

Case 24982/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Khaka, Vice,** First Defendant, and **Khaka, Thembi Aletta,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 49 Kempston Avenue, Benoni, on Thursday, 19 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 of the Supreme Court, Benoni, at 49 Kempston Avenue, Benoni:

The right of leasehold in respect of Lot 6057, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, measuring 262 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL43323/89, being 6057 Etwatwa Extension 3, Daveyton, Benoni.

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

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

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

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

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z74038/ERFCLS/Mr Preiss/lp.)

Case 27015/93
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 **Kamolane, Lesonana David,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 20197 and Erf 20198, Sebokeng Township, Registration Division IQ, Transvaal, each measuring 308 m^2, held by the Defendant under Certificate of Right of Leasehold TL44819/1985 and TL44818/1985, being 20197 and 20198 Sebokeng Zone 14.

Special condition: Neither of Erf 20197 and Erf 20198, Sebokeng, may be transferred at all unless the other of them is transferred at the same time and to the same transferee. The intention being that Erf 20197 and 20198 shall be regarded as one plot, incapable of subdivision and that only one residence together with the necessary outbuildings and accessories shall be erected upon these two lots.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consisting of lounge, dining-room, three bedrooms, two bathrooms/toilet, separate toilet, kitchen, double garage, servant's room and outside toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 30th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z76961/WRFCLS/Mr Brewer/djl.)

Case 8473/94

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

In the matter between **Krugersdorp Transitional Local Council,** Execution Creditor, and **Johannes Jacobus Locke,** First Execution Debtor, and **Clasina Susanna Maria Locke,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 22 March 1995, the following property will be sold in execution, on Wednesday, 25 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 326, Wentworth Park Township, Registration Division IQ, Province of Gauteng, measuring 763 (seven hundred and sixty-three) square metres, held by Deed of Transfer T38033/1992, known as 46 Timber Street, Wentworth Park, upon which there is said to be erected a detached single-storey dwelling-house under zink roof and consisting of four bedrooms, lounge, dining-room, bathroom and kitchen. The outbuildings consisting of a garage, servant's room, toilet and carport.

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 societies 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, 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. AVDB/QM/rj/K2366.)

Case 130/95

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

In the matter between **Krugersdorp Transitional Local Council,** Execution Creditor, and **Andrew Kerr Sinclair,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 3 May 1995, the following property will be sold in execution, on Wednesday, 25 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 449, Kenmare Township, Registration Division IQ, Province of Gauteng, measuring 744 (seven hundred and fourty-four) square metres, held by Deed of Transfer T4727/1992, known as 13 Willoughby Street, Kenmare, 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, 1½ bathroom and kitchen. The outbuildings consisting of a garage, servant's room, toilet, granny flat and double carport.

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 societies 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, 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. AVDB/QM/rj/K2798.)

Case 2101/95

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

In the matter between **Krugersdorp Transitional Local Council,** Execution Creditor, and **Marius Rachmon Diedericks,** First Execution Debtor, and **Sanette Diedericks,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 26 June 1995, the following property will be sold in execution, on Wednesday, 25 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 518, Lewisham Extension 3 Township, Registration Division IQ, Province of Gauteng, measuring 853 (eight hundred and fifty-three) square metres, held by Deed of Transfer T8018/93, known as 10 Posthumus Street, Lewisham, upon which there is said to be erected a detached single-storey dwelling-house under zink roof and consisting of three bedrooms, lounge, bathroom and kitchen. The outbuildings consisting of a garage and two carports.

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 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, 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. AVDB/QM/rj/K3188.)

Case 25757/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and **Willem Marthinus Johannes Strydom,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff, Midrand, at Lochner Park, Block D, First Floor, corner of Richards Drive and Suttie Street, Halfway House, Alexandra, on 11 October 1995 at 14:30, 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 766, Noordwyk Extension 6 Township, Registration Division JR, Transvaal, area 1 002 square metres, situated at Erf 766, Platberg Street, Noordwyk Extension 6.

Improvements (not guaranteed): A vacant stand.

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

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

Dated at Johannesburg on 14 August 1995.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/50310.)

Case 11845/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Damons, Peter John Reubin,** First Defendant, and **Damons, Carmen Victoria,** 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, for Halfway House, Block D, First Floor, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House, on Wednesday, 11 October 1995 at 14:30, of the undermentioned property of the Second 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 undivided half share of the remaining extent of Erf 15, Kelvin Township, Registration Division IR, Transvaal, area 2 000 square metres, situated at 4 Oldensway, Kelvin, Sandton.

Improvements (not guaranteed): Single storey brick dwelling under tiles consisting of lounge, dining-room, study, kitchen, scullery, three bedrooms, two bathrooms, shower, two toilets, paving and diamond mesh fencing.

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

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

Dated at Johannesburg on 28 August 1995.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. P. le Mottee/ij/N3061.)

Case 7692/95
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited, Plaintiff, and **Boshoff, Herman Francois,** First Defendant, and **Steyn, Shelley,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 17 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 office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Portion 30, of Erf 1087, Meyersdal Township, Registration Division IR, Transvaal, measuring 1 156 m^2, held by the Defendants under Deed of Transfer T9409/1994, being 66 Lindeque Street, Meyersdal.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of Vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) 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 5, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041, PH 630/DX589 Johannesburg. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 102063/Mr Georgiades/le.)

Case 13719/95
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Brannan, Michael Thomas,** First Defendant, and **Brannan, Helena Elizabeth,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg on Tuesday, 17 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, at the office of the Sheriff of the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Portion 35 of Erf 694, Bromfhof Extension 38 Township, Registration Division IQ, Transvaal, measuring 364 m^2, held by the Defendants under Deed of Transfer T18411/1994, being 10 Bleshoender Close, Bromhof Extension 38, Randburg.

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, bathrooms/w.c./shower, kitchen, scullery 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 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 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 and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. DX 589 Jhb. [Tel. (011) 484-2828; Fax. (011) 484-7548.] (Ref. 101990/Mr Georgiades/le.)

Case 7884/95
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Brentwood Park Clothing CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg on Tuesday, 17 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, at the office of the Sheriff of the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 440, Kensington B Township, Registration Division IR, Transvaal, measuring 991 m^2, held by the Defendant under Deed of Transfer T70255/1990, being 9 Edward Street, Kensington B, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, dining-room, study, two bedrooms, bathroom/w.c., w.c./shower 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 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 18th day of August 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. DX 589 Jhb. [Tel. (011) 484-2828; Fax. (011) 484-7548.] (Ref. 102058/Mr Georgiades/le.)

Saak 7544/95

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **First National Bank of Southern Africa Limited,** Eiser, en **Marinda Beauchamp,** Verweerderes

Ingevolge 'n uitspraak van die Landdroshof vir die distrik Randburg in die bogemelde saak, en 'n lasbrief tot geregtelike verkoping in bogenoemde saak, sal die volgende eiendom op 11 Oktober 1995 om 10:00 te die kantore van Landdroshof vir die distrik Randburg, Jan Smutslaan, Randburg, om 10:00 aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 1459, Bloubosrand-uitbreiding 12, groot 801 (agt nul een) vierkante meter, gehou ingevolge Titelakte T106521/1992.

Die volgende inligting word verstrek, dog ten opsigte hiervan kan niks gewaarborg word nie: *Beskrywing:* 'n Woonhuis. *Hoofgebou:* Sitkamer, kombuis, twee slaapkamers, badkamer en gastetoilet. *Buitegeboue:* Geen. *Konstruksie:* Baksteen onder geteëlde dak.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant aan die Balju betaal. Die balans, plus rente teen 16% (sestien per sent) per jaar betaalbaar met registrasie van transport, moet verseker word deur 'n bank- of bouvereningingwaarborg aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Die volle verkoopvoorwaardes sal deur die Balju uitgelees word net voor die veiling, en kan nagesien word in die kantore van die Balju.

Gedateer te Johannesburg op hede die 31ste dag van Augustus 1995.

Roy Suttner Prokureurs, Tweede Verdieping, MSL-gebou, Bakerstraat 17, Rosebank, Posbus 793, Saxonwold, 2132. (Tel. 880-1030/1.) (Verw. mnr. R. N. Suttner.)

Case 7265/95

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

In the matter between **First National Bank of S A Limited,** Plaintiff, and **Johanna Catharina Hendrika Wessels,** Defendant

In pursuance of a judgment of the above Honourable Court, dated 21 June 1995 the following property will be sold in execution on Friday, 20 October 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder viz:

Portion 4 of Erf 58, Witfield Township, Registration Division IR, Transvaal, in extent 991 (nine hundred and ninety-one) square metres, being 18 Knights Street, Witfield, Boksburg.

Comprising: Single storey dwelling house, family room, dining-room, kitchen, three bedrooms, bathroom, shower, two toilets, laundry, carport, servants' quarters and 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 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 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 Germiston on this the 7th day of September 1995.

A. L. Freedman, for M. Levine & Freedman, 201–5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/20220 (G).]

Case14830/93

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

In the matter between **Mac Investments,** Plaintiff, and **Willem Johannes Spies,** Defendant

On 18 October 1995 at 10:00, a public auction sale will be held at the Sheriff's Office, Klaburn Court, 22B Ockerse Street, Krugersdorp, at which the Sheriff of the Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Unit 23, Protea Court, situated in Krugersdorp Township, measuring 86 (eighty-six) square metres, also known as 23 Protea Court, Nightingale Singel, Rant-en-Dal, Krugersdorp.

Improvements reported (which are not warranted to be correct and are not guaranteed): A two bedroomed flat (hereinafter referred to as the property).

The property will be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944, as amended, regarding the bondholders, being the Allied Bank Limited and other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price or R500 (five hundred rand) whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee whithin fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Klaburn Court, 22B Ockerse Street, Krugersdorp.

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

M. B. Berman, for Stupel & Berman, Plaintiff's Attorneys, 70 Lambert Street, Germiston. (Ref. Mr Berman/CA.)

Case 7834/90

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

In the matter between **Lambton Investments CC,** Plaintiff, and **Samuel Watson,** Defendant

On 13 October 1995 at 10:00, a public auction sale will be held at the Sheriff's Office, 41A Beaconsfield Avenue, Vereeniging, at which the Sheriff of the Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Erf 413, Mid-Ennerdale Township, Registration Division IQ, Transvaal, measuring 743 (seven hundred and forty-three) square metres, also known as 413 First Avenue, Ennerdale.

Improvements reported (which are not warranted to be correct and are not guaranteed): Entrance hall, lounge, dining-room, three bedrooms, bathroom, kitchen and enclosed porch (hereinafter referred to as the property).

The property will be sold subject to any existing tenancy, subject to the provisons of section 66 (2) (a) and (c) of Act No. 32 of 1944, as amended, regarding the bondholders, being the Nedperm Bank Limited and other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price or R500 (five hundred rand) whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 41A Beaconsfield Avenue, Vereeniging.

Dated at Germiston on this the 4th day of September 1995.

M. B. Berman, for Stupel & Berman, Plaintiff's Attorneys, 70 Lambert Street, Germiston. (Ref. Mr Berman/CA.)

Case 9126/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Christodoulides Andrew,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, at Fourth Floor, Standard Towers, President Street, Germiston, on 19 October 1995 at 10:00 of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, on the Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Erf 60, Sunnyridge Township, Registration Division IR, Transvaal, measuring 1 753 (one thousand seven hundred and fifty-three) square metres situated at 97 Northridge Avenue, Sunnyridge 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, laundry, study, playroom, three bedrooms, two bathrooms, and toilet.

The property is zoned residential.

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

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

Signed at Johannesburg on this the 5th day of September 1995.

Ismail Ayob & Partners, Plantiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. C45131/SC.)

Case 18524/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Scrimgeour Vivian Jeanette,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff at United Building, Third Floor, 177 President Street, Germiston, on 16 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and wich may be inspected at the offices of the Sheriff, United Building, Third Floor, 177 President Street, Germiston, prior to the sale:

Remaining Extent of Erf 58, Parkhill Gardens Township, Germiston, Registration Division IR, Transvaal, measuring 2 557 (two thousand five hundred and fifty-seven) square metres, situated at 56 Rhodes Avenue, Parkhill Gardens, Germiston.

The followng information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, lounge, kitchen, laundry, study, four bedrooms and two bathrooms. *Outbuilding:* Single garage, swimming-pool, servants' quarters and toilet.

The property is zoned residential.

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

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

Signed at Johannesburg on this the 7th day of September 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. S45919/SC.)

Case 27285/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **332/1 Van Riebeeck CC,** First Defendant, and **Thindisa Gwati Moses,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff Midrand - Alexandra, Lochner Park, Block D, First Floor, corner of Richards Drive and Suttie Street, Halfway House, on 11 October 1995 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Lochner Park, Block D, First Floor, corner of Richards Drive and Suttie Street, Halfway House, prior to the sale:

Portion 1 of Holding 332, Glen Austin Agricultural Holdings Extension 1 Township, situated at 1/332 Van Riebeeck Road, Glen Austin Extension 1, Registration Division JR, Transvaal, measuring 8 623 (eight thousand six hundred and twenty-three) square metres.

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 and two bathrooms. Outbuildings: Servant's room 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 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. V60031/AB.)

Saak 27618/94
PH 667

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Vonnisskuldeiser/Eiser, en **Motshwane: Karel,** Vonnisskuldenaar/Verweerder

Hiermee word kennis gegee dat ten uitvoerlegging ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak die Balju, op 11 Oktober 1995 om 10:00, en te die kantore van die Balju, geleë te Strubenstraat 142, Pretoria, geregtelik verkoop, die ondergemelde eiendom sonder 'n reserweprys:

Sekere Gedeelte 55, van Erf 1227, Noordwyk-uitbreiding 23-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 582 (vyfhonderd twee-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T40876/93, geleë te Oudekraal Close 55, Noordwyk-uitbreiding 23.

Die woonhuis bestaan uit enkelverdieping, sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en gaste badkamer. Gepleisterde en geverfde mure met geteëlde spits dak. "Rhino Board" plafon. Vloerbedekking bestaan uit matte en teëls. Gepleisterde binne mure wat geverf is.

Enkelmotorafdak, grasdak lapa en eiendom is omhein.

(a) 'n Deposito van 10% (tien per centum) van die koopprys op datum van koop en die balans betaalbaar teen registrasie van die eiendom versekureer deur 'n bank- of bouverenigingwaarborg of ander aanvaarbare waarborg binne 14 (veertien) dae vanaf datum van koop.

(b) Afslaersgelde ten bedrae van 5% (vyf per centum) van die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en 3% (drie per centum) van die restant van die koopprys tot 'n maksimum bedrag afslaersgelde van R6 000 (sesduisend rand), met 'n minimum bedrag afslaersgelde van R200 (tweehonderd rand).

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, voor en ten tye van die verkoping, te Strubenstraat 142, Pretoria.

Geteken te Johannesburg die 6de dag van September 1995.

Uys Nel, Suite 1811, Sanlamsentrum, Jeppestraat, Posbus 50, Johannesburg. [Tel. (011) 333-1595.] (Verw. D. Uys/F05016/N0474.)

Saak 20050/93
PH 87

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Nedcor Bank Limited,** trading as *inter alia* Nefic, Eiser, en **Easy Street Properties CC,** Eerste Verweerder, en **Sebapo, Fred Masasanya,** Tweede Verweerder

1. 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 Eerste Verdieping, Terrace Verdieping, Eaton Terrace 1, New Redruth, Alberton, op 17 Oktober 1995 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusie-afslaer gelees word ten tyde van die verkoping en welke voorwaardes by Eerste Verdieping, Terrace Verdiepen, Eaton Terrace 1, New Redruth, Alberton, voor die verkoping ter insae sal lê, welke eiendom geleë is te:

Erf 101, Monaheng-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 699 (seshonderd, nege-en-negentig) vierkante meter, gehou kragtens Akte van Transport TL12781/1990, in 'n gebied wat as kommersiale verklaar is en bestaan uit (nie gewaarborg nie):

Enkelverdieping winkel gebou geken as Easy Street Centre Store en gehuur deur 'n haarkapster, slaghuis, supermark en vis en skyfies winkel.

2. *Terme:*

2.1 10% (tien per centum) van die koopprys in kontant op die dag van die verkoping, en ten opsigte van die balans plus rente op die volle koopprys teen heersende verbandkoerse betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap- of ander aanneembare waarborg, binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

2.2 Vendusiekoste betaalbaar by dag van verkoping sal as volg bereken word:

2.2.1 5% (vyf per centum) van die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie per centum) tot 'n maksimum fooi van R6 000 (sesduisend rand).

2.2.2 minimum fooi R200 (tweehonderd rand).

Gedateer te Johannesburg op 22 Augustus 1995.

P. F. Daly, vir Dykes, Daly, Prokureurs vir Eiser, Sesde Verdieping, Smalstraat 66, Johannesburg. [Tel. (011) 337-7317.] (Verw. Mnr. Daly/bs/NW1102.ans.)

Case 76120/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Christiaan Jozua Opperman,** Defendant

A sale in execution will be held on 11 October 1995 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 3314, situated in the township Faerie Glen Extension 24, Registration Division JR, Transvaal, measuring 1 272 square metres, held by the Defendant by virtue of Deed of Transfer T12707/94, known as 741 Verena Street, Faerie Glen Extension 24.

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

Dwelling single-storey, IBR roof, brick walls, fitted carpets, tiles, lounge, dining-room, study, kitchen, four bedrooms, two bathrooms, two showers, three w.c.s', balcony, family room, servant's room, outside w.c., two garages, laundry, walls and pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1122.)

Case 8690/94

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

In the matter between **Germiston City Council,** Plaintiff, and **Castle Sun Investments (Pty) Ltd,** trading as Majid Property Investments, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston South and writ of execution dated 4 July 1995 the property listed herein will be sold in execution on Monday, 16 October 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, 177 President Street, Germiston South, to the highest bidder:

Erf 178, Castleview Township, Registration Division IR, Transvaal, situated as 12 Sunstone Street, Castleview, measuring 793 square metres.

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

Improvements: Eight shops.

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

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

Date: 13 September 1995.

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

Case 8717/94

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

In the matter between **Germiston City Council,** Plaintiff, and **Castle Sun Investments (Pty) Ltd,** trading as Majid Property Investments, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston South and writ of execution dated 4 July 1995 the property listed herein will be sold in execution on Monday, 16 October 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, 177 President Street, Germiston South, to the highest bidder:

Erf 138, Castleview Township, Registration Division IR, Transvaal, situated as 18 Sunstone Street, Castleview, measuring 793 square metres.

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

Improvements: Eight shops.

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

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

Date: 13 September 1995.

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

Case 8692/94

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

In the matter between **Germiston City Council,** Plaintiff, and **Castle Sun Investments (Pty) Ltd,** trading as Majid Property Investments, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston South and writ of execution dated 4 July 1995 the property listed herein will be sold in execution on Monday, 16 October 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, 177 President Street, Germiston South, to the highest bidder:

Erf 137, Castleview Township, Registration Division IR, Transvaal, situated as 16 Sunstone Street, Castleview, measuring 793 square metres.

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

Improvements: Eight shops.

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

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

Date: 13 September 1995.

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

Case 8716/94

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

In the matter between **Germiston City Council,** Plaintiff, and **Castle Sun Investments (Pty) Ltd,** trading as Majid Property Investments, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston South and writ of execution dated 4 July 1995 the property listed herein will be sold in execution on Monday, 16 October 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, 177 President Street, Germiston South, to the highest bidder:

Erf 139, Castleview Township, Registration Division IR, Transvaal, situated as 20 Sunstone Street, Castleview, measuring 793 square metres.

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

Improvements: Eight shops.

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

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

Date: 13 September 1995.

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

Case 14454/95
PH 232

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Southern Life Association Limited,** Plaintiff, and **Mahomed, Zanool Essan,** First Defendant, and **Mahomed Amina Hassim Essan,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve will be held at the offices of the Sheriff for the Supreme Court, Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 4 October 1995 at 11:15, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will be for inspection, prior to the sale, at the office of the Sheriff, Krugersdorp. The property is described as follows:

The right, title and interest in the immovable leasehold in respect of Erf 321, Azaadville Township, Registration Division IQ, Transvaal, situated at Erf 321, Azaadville Township, measuring 317 (three hundred and seventeen) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold T17927/93.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of three bedrooms under brick and tile, a kitchen, lounge and a bathroom and a toilet.

Terms: 10% (ten per centum) of the purchase price in cash 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 charge R100 (one hundred rand). Plus 14% (fourteen per centum) VAT.

Edward Nathan & Friedland Inc., Plaintiff's Attorneys, 23rd Floor, Sanlamsentrum, 206/214 Jeppe Street, P.O. Box 3370, Johannesburg, 2000/2001. [Tel. (011) 337-2100.] (Ref. Mr B. Hotz/Sout 3100-064.)

Case 8741/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Thale; Nelson,** First Defendant, and **Thale; Gadifele Hermina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without reserve price will be held at the office of the Sheriff, Pretoria South, 142 Struben Street, Pretoria on 11 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Pretoria South, Eden Park, Plot 83, corner Gerhardt Street and West Avenue, Lyttleton Agricultural Holdings, Verwoerdburgstad:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house under tiled roof consisting of lounge, dining-room, study, kitchen, four bedrooms, two bathrooms, two toilets, cellar and two garages, being 194 Country View Extension 1, situated at 194 Firelily Crescent, Country View Extension 1, measuring 812 (eight hundred and twelve) square metres, Registration Division JR, Transvaal, held by the Defendants under Title Deed T62862/90.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per 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 Randburg this 4th day of September 1995.

Bezuidenhout Van Zyl Inc., c/o Van Zyl le Roux & Hurter, Second Floor, 38 Church Square, Church Square, Pretoria. [Tel. (011) 789-3050.] (Ref. Mr Fourie/SC.)

Saak 20637/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Fidelity Bank Beperk,** Eiser, en **Paul Andrew Hatton,** Eerste Verweerder, en **Martha Aletta Adrieetta Hatton,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju van Pretoria-Suid te Strubenstraat 142, Pretoria, op 11 Oktober 1995 om 10:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

Eiendom: Erf 2270, Rooihuiskraal-uitbreiding 10-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 050 (eenduisend-en-vyftig) vierkante meter, beter bekend as Sterretjieweg 12, Rooihuiskraal-uitbreiding 10, Verwoerdburg, bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer, twee motorhuise en bediendekamer (geen waarborg word in hierdie verband deur ons gegee nie).

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart Prokureurs, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/Juf. Stoltz/BF0042.)

Case 4104/95
PH 136

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Chinta Park Property CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Sandton, at the sale rooms of the Sheriff at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 13 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, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton.

Remaining Extent of Portion 173, of the farm Rietfontein 2, Registration Division IR, Transvaal, situated at 173 Main Road, Witkoppen, Sandton, measuring 1,8414 (one comma eight four one four) hectares, held under Deed of Transfer T62615/87.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Brick dwelling with a slate roof consisting of entrance hall, lounge, family roof, dining-room, study, kitchen, three bedrooms and two bathrooms. *Outbuildings:* Offices, two cottages, double garage, servants rooms, laundry and swimming-pool. *Zoning:* Agricultural Holdings.

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

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

Dated: 13 September 1995.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref.: Mr McEwan/sab/6C572.)

Saak 36434/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank,** United, Eiser, en **Roelof Jacobus Johannes van Wyk,** Eerste Verweerder, en **Gertruida Johanna Petronella van Wyk,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak, op 28 Julie 1995 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Noord, op 13 Oktober 1995 om 11:00, die ondervermelde eiendom in eksekusie verkoop te kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad) aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Jack Hindonstraat 403, Pretoria-Noord, en word omskryf as Gedeelte 1 van Erf 305, geleë in die dorpsgebied Pretoria-Noord, Registrasieafdeling JR, Transvaal, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T10216/93.

Die eiendom bestaan na bewering, maar sonder waarborg, uit ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, bediendekamer en toilet, 1 slaapkamer woonstel en kantoor.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, balju fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 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, Pretoria-Noord.

Geteken te Pretoria hierdie 11de dag van September 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. Mev. De Villiers/T2233.)

Case 10562/95

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

In the matter between **United Bank,** a division of ABSA Bank Limited, Plaintiff, and **Tjabane Tseliso Lawrence,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Johannesburg East, First Floor, 131 Marshall Street, Johannesburg, on 12 October 1995 at 10:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Portion 1 of Erf 293, Bellevue East (Section 1 Masada Court), Registration Division IR, Transvaal, bearing the physical address of Section 1, Masada Court, 103 Yeo Street, Bellevue East, Johannesburg, measuring 115 (one hundred and fifteen) square metres.

Improvements (not guaranteed): Lounge, dining-room, two bedrooms, bathroom, separate w.c. and kitchen.

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

Dated at Johannesburg on this the 8th day of September 1995.

P. Masekela, for Matlala Inc., 12th Floor, XB Centre, 6 Plein Street, Johannesburg, 2001; P.O. Box 404, Johannesburg, 2000. [Tel. (011) 836-4695/6.] [Fax. (011) 836-4697.] (Ref. P.M/1m/A16.)

Case 63822/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Albertus Abraham Janse van Rensburg,** First Defendant, and **Isabella Sussanna Johanna Janse van Rensburg,** Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria in this suit, the undermentioned property will be sold by the Sheriff of the Court at 142 Struben Street, Pretoria, on 11 October 1995 at 10:00, to the highest bidder:

Certain Erf 1286, situated in the Township of The Reeds Extension 5, Registration Division JR, Transvaal, measuring 1 000 square metres, situated at 3 Dormel Street, The Reeds Extension 5, Verwoerdburg.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House, lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower and two w.c.'s.

Outbuildings: Double carport and w.c.

Other improvements: Court yard, walls, swimming-pool and paving.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices, at 142 Struben Street, Pretoria.

Signed at Pretoria on this 15th day of September 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/1f/N1313.)

Case 64104/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Johannes Phillippus Lodewikus Kruger,** First Defendant, and **Karin Kruger,** Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord) on 13 October 1995 at 11:00, to the highest bidder:

Certain: Erf 748, situated in the Township of the Orchards Extension 11, Registration Division JR, Transvaal, measuring 664 square metres, situated at 94 Strydom Street, The Orchards Extension 11.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed: *Description of property:* House: Lounge, dining-room, kitchen, two bedrooms, bathroom, shower, w.c., pantry, entry, store-room and open stoep.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this the 15th day of September 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C HAFFTER/lf/N1311.)

Case 33460/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Johannes Petrus Jacobus Kasselman,** First Defendant, and **Martha Maria Kasselman,** Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord) on 13 October 1995 at 11:00, to the highest bidder:

Certain: Erf 296, situated in the Township of Wonderboom, Registration Division JR, Transvaal, measuring 1 011 square metres, situated at 94 Moerby Avenue, Wonderboom, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed: *Description of property:* House: Lounge, dining-room, kitchen, six bedrooms, three bathrooms, three w.c.'s, two showers, entry, TV-room, two living-rooms, scullery, dressing-room, laundry and back stoep. *Outbuildings:* Double garage, servant's room, w.c. and two outbuilding offices. *Other:* Courtyard, swimming-pool, brick drive, paving and skylight.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this the 15th day of September 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C HAFFTER/lf/N1652.)

Case 34291/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Eugene van Deventer,** Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord) on 6 October 1995 at 11:00, to the highest bidder:

Certain: Erf 3175, situated in the Township of Doornpoort Extension 31, Registration Division JR, Transvaal, measuring 500 square metres, situated at 681 Dr. Van der Merwe Drive, Doornpoort Extension 31.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed: *Description of property:* House: Lounge, dining-room, kitchen, three bedrooms, bathroom, and w.c. *Outbuildings:* Garage. *Other:* Fenced, courtyard and pavings.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this the 15th day of September 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C HAFFTER/lf/N1660.)

Saak 8169/90

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Nasionale Bouvereniging Beperk,** Eksekusieskuldeiser, en **Daniel Francois Marais,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 18 Oktober 1990 en 'n lasbrief vir eksekusie gedateer 30 Mei 1995, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju van die Landdroshof by die Landdroshofkantoor te Harpurlaan, Benoni, op Woensdag, 18 Oktober 1995 om 11:00:

Erf 186, Mackenzie Park-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 991 (negehonderd een-en-negentig) vierkante meter gehou kragtens Akte van Transport T5395/1984 geleë te Heronstraat 9, Mackenzie Park, Benoni.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer/eetkamer, drie slaapkamers, gesinskamer, kombuis, waskamer, badkamer/waskamer, toilet en twee motorhuise.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Liverpool Park 12, Liverpoolstraat, Benoni-Suid.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, Wet 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 12de dag van September 1995.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB121.)

Case 2251/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Die Standard Bank van Suid-Afrika Beperk,** Plaintiff, and **Salomon Maritz,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on Friday, 13 October 1995 at 10:30, at Room 83, Magistrate's Court, Mark Street, Bethal:

Portion 15 of the Farm Eerstegeluk 256, Registration Division IS, Transvaal, measuring 77,8645 hectares, held by Virtue of Deed of Transfer T26608/95.

The property is adjacent to Bethal North to the East side thereof. Follow Bangley Road in Bethal North until you get the railway line, turn right over the railway line, dwelling 500 metres further.

The following information is furnished, though in this respect nothing is guaranteed: Consists of arable land and grazing with a dwelling and all the necessary outbuildings and kraal area which will be found on an arable farm.

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

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R358257/tg.)

Saak 8321/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Shalate Martha Maluleka,** Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 6 Julie 1994 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 13 Oktober 1995 om 11:00 by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere Gedeelte 3 van Erf 145, geleë in die dorp Soshanguve M, Registrasieafdeling JR, Transvaal, met straatadres bekend as Erf 145/3, Blok M, Soshanguve, groot 400 (vierhonderd) vierkante meter, gehou kragtens Akte van Transport T32592/93.

Die beboude eiendom word beskryf as 'n Residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Sit/eetkamer, studeerkamer, drie slaapkamers, kombuis, badkamer/waskamer met geriewe en motorhuis.

Die wenslike verkoopvoorwaardes is:

(a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Wonderboom/Soshanguve.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragskostes, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by 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 van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Wonderboom/Soshanguve.

Geteken te Pretoria hierdie 12de dag van September 1995.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9632.)

Saak 2870/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Anna Gesina Cilliers,** Eerste Verweerder, en **Stephanus Johannes Cilliers,** Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 13 Oktober 1995 om 11:00 van:

Gedeelte 219 ('n gedeelte van Gedeelte 5) van die plaas Waterval 273, Registrasieafdeling JR, Transvaal, groot 9,0368 hektaar, gehou kragtens Akte van Transport T83503/92 (beter bekend as Plot 219, Waterval).

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

Verbeterings: 'n Baksteenwoonhuis met volvloermatte, graniet en novilon, vloere, bestaande uit 'n sitkamer, eetkamer, televisiekamer, studeerkamer, kombuis, vier slaapkamers, badkamer met bad, toilet en stort en 'n aparte toilet. *Buitegeboue:* Twee motorhuise, stoor en werkskamer.

Besigtig voorwaardes by Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

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

Case 31779/93
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Nolan: Patrick Alfredo** (ID 530105 5188 103), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Sandton, Ground Floor, 100 Grayston Drive, Sandown, on 13 October 1995, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Sandton, prior to the sale:

Section 6, in the building known as Stoneridge, being Flat 17, Stoneridge, Boyle Close, Edenburg, measuring 135 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Entrance hall, lounge/dining-room, two bedrooms, bathroom/toilet, toilet/shower/bathroom, kitchen and single garage.

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

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

Dated at Johannesburg on this the 7th day of September 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, Ninth Floor, Twin Towers West, Sandton City (P.O. Box 785812, Sandton). (Tel. 881-9800.) (Ref. Mr Carter/sn/GG 501208.)

Case 27449/92
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van den Berg, Johannes Mans,** I/D 560707 5066 008, 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 property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg, prior to the sale:

Portion 2 of Erf 335, Linden Township, Registration Division IQ, Transvaal, being 9 Seventh Street, Linden, Johannesburg, measuring 1 565 square metres.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house and outbuildings.

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

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P GGLIT 398405.)

Case 23099/93
PH 128

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Spilkin, Irma,** I/D 470225 0088 009, First Defendant, and **Spilkin, Ralph Oscar,** 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 property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg, prior to the sale:

Portion 1 of Lot 169, Orchards Township, Registration Division IR, Transvaal, being 8 Orchards Road, Orchards, Johannesburg, measuring 1 487 square metres.

Use zone: Residential 1 (S).

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen, double garage, servants' quarters and store-room.

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

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P GGLIT 485605.)

Case 13866/95
PH 128

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Moferi, Liphaphang Abraham Douglas,** I/D 621130 5843 085, 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 property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg, prior to the sale:

Unit consisting of section 44, in the building/s known as Honeycrest, as shown on Sectional Plan SS164-1982, together with an undivided share in the common property, being Flat 406, Honeycrest, 86 Honey Street, Berea, area of the said section 40 square metres.

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

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

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P GGLIT 633137.)

Case 10470/94
PH 128

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **CY's Property Investments CC** (No. CK91/19985/23), First Defendant, **Saks, Cyril Alan,** Second Defendant, and **Lockhat, Abdul Kader Yusuff,** Third Defendant

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

Unit consisting of Section 33 in the building/s known as Cranwell Hall as shown on Sectional Plan SS128/87 together with an undivided share in the common property being 408 Cranwell Hall, Second Street, Killarney, Johannesburg, area of the said section 156 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Flat consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom, shower, separate toilet, 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 30 days from the date of sale.

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Gglit 538900.)

Case 9953/95
PH 128

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Motau, Edwin Thabo,** Identity Number 6910115546081, 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 property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg, prior to the sale:

Unit consisting of Section 30 in the building/s known as Josdale Heights as shown in Sectional Plan SS177/82 together with an undivided share in the the common property being 505 Josdale Heights, 3 Lily Avenue, Berea, Johannesburg, area of the said section 100 square metres.

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

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

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Gglit 630538.)

Case 16066/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Riddell, Tony,** First Defendant, and **Shennan, Patrick Sean,** Second Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg on Thursday, 12 October 1995 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 74, Malvern Township, Registration Division IR, Transvaal, measuring 495 square metres, held by the First and Second Defendants under Deed of Transfer T16971/1993, situated at 16 Fourth Street, Malvern, Johannesburg.

Consisting of an entrance hall, lounge, three bedrooms, bathroom/w.c., kitchen, carport, four servant's rooms and three showers/w.c. Improvements described are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this the 11th day of September 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 21218/93
PH 307

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Apple Blossom Creche CC,** Defendant

Be pleased to take notice that in execution of a judgment of the above Honourable Court, for the District of Johannesburg, in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Halfway House/Alexandra at Lochner Park, Block D, First Floor, corner of Richards Drive and Suttie Street, Halfway House, on 11 October 1995 at 14:30, the undermentioned property of the Judgment Debtors, the conditions which lie for inspection at the offices of the Sheriff of the Supreme Court, Unit 2, 45 Richard Drive, Halfway House, prior to the sale:

Remaining Extent of Portion 53 (a portion of Portion 2) of the farm Allandale 101, Registration Division IR, Transvaal, measuring 8 565 (eight thousand five hundred and sixty-five) square metres.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Consisting of a single storey, entrance hall, lounge, family room, dining-room, study, kitchen, four bedrooms, bathroom, three w.c.'s, shower, store. *Outbuilding:* Two servant's, w.c., pool and gabeba.

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

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

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

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

Case 18273/94
PH 307

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Dudley Thomas Fourie,** First Defendant, and **Gail Vanessa Fourie,** Second Defendant

Be pleased to take notice that in execution of a judgment of the above Honourable Court for the District of Johannesburg, in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Vereeniging, at De Klerk, Vermaak and Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 12 October 1995 at 10:00, the undermentioned property of the Judgment Debtors, the conditions of which lie for inspection at the offices of the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the date of sale (to be read out by the auctioneer at the time of the sale):

Erf 523, Meyerton Extension 3 Township, Registration Division IR, Transvaal, measuring 1 999 (one thousand nine hundred and ninety-nine) square metres.

The followng information is furnished regarding the improvements (though in this respect, nothing is guaranteed): Consisting of single-storey, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., laundry, garage, servants' quarters 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 the transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

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

Dated at Johannesburg this 31st day of August 1995.

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

Saak 37228/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **Stander, Johannes Hendricus** (Identiteitsnommer 7306065021085), Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju-Oos, te Strubenstraat 142, Pretoria, op 11 Oktober 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju-Oos, te Strubenstraat 142, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Deel 24, soos getoon en vollediger beskryf op Deelplan SS307/84, in die skema bekend as Ruben, ten opsigte van die grond en gebou of geboue geleë te Erf 499, Silverton, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens voormelde Deelplan 81 (een-en-tagtig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST77638/94.

Hierdie eiendom is geleë te Ruben 403, Jasmynstraat 517, Silverton, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer. Konstruksie: Mure (baksteen), plafon (pleister), vloer (cer teëls, matte), dak (plat konkryt). Buitegeboue: Afdak.

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 22ste dag van Augustus 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2015.)

Saak 888/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITRIVIER GEHOU TE WITRIVIER

In die saak tussen **Eerste Nasionale Bank van S.A.,** Eiser, en **D. F. Spangenberg,** Verweerder

Ten uitvoerlegging van 'n vonnis van die Landdroshof, Witrivier, sal ondervermelde onroerende eiendom geregtelik verkoop word op Vrydag, 13 Oktober 1995 om 11:00, deur die Balju, Witrivier, by die eiendom aan die hoogste bieër naamlik:

Erf 227, Whiter River-uitbreiding 1, Witrivier.

Die eiendom sal onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopsom in kontant betaal by ondertekening van die verkoopvoorwaardes en die balans plus rente moet verseker word binne 14 (veertien) dae na datum van verkoping deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport van die eiendom in die naam van die koper. Die verkoping geskied voetstoots en die verkoopvoorwaardes sal gedurende kantoorure by die Balju, Witrivier, ter insae lê.

Geteken te Witrivier op hierdie 11de dag van September 1995.

Philip Meyer, Kruger Parkstraat 43B, Posbus 88, Witrivier, 1240. (Verw. P. Meyer/E109.)

Saak 9582/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Christa Schutte,** Eerste Verweerder

Ten uitvoering van 'n vonnis in die bogemelde Agbare Hof, gedateer 7 Junie 1995, en 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Pretoria-Wes, op 28 September 1995 om 10:00, te Olivettigebou 607, Sesde Verdieping, hoek van Schubart- en Pretoriusstraat, Pretoria, verkoop:

Erf 219, geleë in die dorpsgebied Suiderberg, Registrasieafdeling JR, Provinsie Gauteng, 918 (negehonderd-en-agtien) vierkante meter groot gehou kragtens Akte van Transport T41246/94.

Die gemelde eiendom is geleë te Berg-en-Dalstraat 891, Suiderberg, Pretoria, en bestaan uit die volgende: 'n Klinkersteen-staandakwoning, 67 vierkante meter groot, woonkamer, kombuis, badkamer, drie slaapkamers, motorafdak van 16,5 vierkante meter.

Die volle voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Hooggeregshof van Pretoria-Wes, vanaf 21 Augustus 1995, of te die kantore van die Eiser se prokureurs, Eitel Kruger & Vennote, Eastwoodstraat 311, Arcadia, Pretoria.

Geteken te Pretoria op hierdie 7de dag van September 1995.

Eitel Kruger & Vennote, Eastwoodstraat 311, Arcadia. (Verw. Smith/SB/T193.)

Saak 1096/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk, *versus* **Jack Jacobus Frederick Koekemoer,** en **Magdalena Johanna Koekemoer**

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 2 Mei 1994, sal die volgende eiendom op 16 Oktober 1995 om 11:15 deur die Balju, Derde Verdieping, Unitedgebou, Presidentstraat 177, Germiston, per publieke veiling verkoop word:

Gedeelte 72 van Erf 68, Klippoortjelandbouhoewes-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Cruywagenstraat 27, Germiston, met alle verbeteringe daarop synde: Sit/eetkamer, drie slaapkamers, stort/waskamer, badkamer, kombuis, motorhuis, bediendekamer en buitetoilet.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bouverenigingwaarborg gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 14 September 1995.

Otto Hayes, St Albanstraat 34, Brixton.

Saak 12136/94

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

In die saak tussen **Kempton Park/Tembisa Metropolitaanse Substruktuur,** Eiser, en **A. C. van Heerden,** Eerste Verweerder, en **V. J. van Heerden,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 25 Julie 1995, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Baljukantoor, Parkstraat 8, Kempton Park, aan die hoogste bieër op 12 Oktober 1995 om 10:00:

Erf 265, Cresslawn-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter, bekend as Birchstraat 19, Cresslawn.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en 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.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie.

Woonhuis: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, motorhuis en kombuis.

Buitegebou: Dubbel afdak en oprit.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

Mev. A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Sentraallaan 20, Privaatsak 53, Kempton Park.

Case 29402/93
PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Phillips, Christopher,** Plaintiff, and **De Waal Louw, Leon,** Defendant

In execution of a judgment of the Supreme Court of South Africa, Witwatersrand Local Division, in the above-mentioned suit, a sale will be held by the Sheriff of the Supreme Court, Sandton, at Ground Floor, 100 Grayston Drive, Sandown, on Friday, 13 October 1995 at 10:00, of the undermentioned property, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Description: Holding 5, Palmlands Agricultural Holdings, Registration Division IR, Province of Gauteng, measuring 2,1939 (two comma one nine three nine) hectares, held under Deed of Transfer T77113/1991.

Zoning undetermined.

(Hereinafter referred to as the property).

Situated at Rider's Ridge, 5 Uranium Street (corner of Cedar Avenue), Palmlands, Witkoppen.

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

Improvements: Single-storey building with brick and plaster wall and tiled roof. Consists of large hallway, lounge, dining-room, study, three bathrooms, three bedrooms, passage, kitchen, scullery/laundry, covered patio and wooden window frames. Outdoors comprises garden, garden cottage, luxury swimming-pool, carport, five car garage, store-room, servants' quarters, stables, fencing and paved driveway. Enclosed by high plastered white brick wall with electronically operated intercom and gate.

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 collection commission to the Plaintiff's attorneys at the rate of 10% (ten per cent) on the purchase price bid, subject to a maximum of R250 and further pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing this notice and the conditions of sale 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% (eighteen 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.

Conditions: The conditions of sale may be inspected at the office of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown.

Dated at Johannesburg on this 5th day of September 1995.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, 111 Commissioner Street, Johannesburg. (Tel. 333-6114.) (Ref. H. F. Beckenstrater/A. Eliott.)

Case 18539/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bell, Christina Maria,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Sandton-Midrand at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday, 13 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 SS14/90, in the scheme known as Villa Elite, in respect of the land and building or buildings situated at Bryanston Extension 16 Township, Local Authority Sandton of which the floor area, according to the said sectional plan is 59 (fifty-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.

Situation: 15 Villa Elite, 1 Cadogan Road, Bryanston Extension 16.

Improvements (not guaranteed): Two bedrooms, bathroom and other room.

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 5th day of September 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4776E/mgh/tf.)

Saak 9797/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Volkskas Bank), Eiser, en **Jordaan Jacobus Louis** (Identiteitsnommer 4507235033008), Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, op 13 Oktober 1995 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 39 ('n gedeelte van Gedeelte 3), van die plaas Vissershoek 435, Registrasieafdeling JQ, Transvaal, groot 23,1421 (drie-en-twintig komma een vier twee een) hektaar, gehou kragtens Akte van Transport T48675/1983.

Hierdie eiendom is geleë te Skietkraal, De Wildt, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers en toilet.

Konstruksie: Mure - baksteen. Dak - teëls. Plafon - pine. vloer - keramiek teëls en warm water sisteem.

Buitegeboue: Stoor (106 vierkante meter), drie boorgate en sanitasie (french).

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 15de dag van September 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A1980.)

CAPE • KAAP

SALE IN EXECUTION

NEDCOR BANK LIMITED, *versus* **G. H. CHAIKEN**

WYNBERG, CASE NO. 34432/94

The property: Erf 444, Zeekoevlei in the Local Area of Zeekoevlei, Cape Division.

In extent: 496 Square metres.

Situated at: San Michel, Otters Creek Road, Zeekoevlei.

Improvements (not guaranteed): Single dwelling, brick walls, zinc roof, lounge, kitchen, three bedrooms, bathroom, toilet and garage.

Date of sale: 9 October 1995 at 12:00.

Place of sale: San Michel, Otters Creek Road, Zeekoevlei.

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 cent) 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 on the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediateley 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 35702/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mzwandile Reuben Koya,** Defendant

In pursuance of a judgment in the court of the Magistrate in the District of Port Elizabeth dated 12 December 1992 the property listed hereunder will be sold in execution of Friday, 6 October 1995, at 14:15 at the front entrance to the New Law Courts, North End, Port Elizabeth:

All the Defendant's right, title and interest in the leasehold in respect of Erf 544, Motherwell NU5 Phase 2, now known as Erf 6503, Motherwell, Administrative District of Uitenhage, measuring 281 (two hundred and eighty one) square metres, situated at 35 Gnuena Street, Motherwell NU5, Port Elizabeth.

Conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

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

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Saak 8779/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **F. G. P. R. van der Merwe,** Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 11 Oktober 1995 om 10:00 op die perseel:

Erf 3964, Kraaifontein, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 535 vierkante meter, gehou kragtens Transportakte T63231/91, ook bekend as Sentraallaan 26, Kleinbegin, Kraaifontein.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 18,5% (agtien komma vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Baksteengebou met teëldak bestaande uit sitkamer, eetkamer, TV kamer, drie slaapkamers, kombuis, 1½ badkamers, toilet en toegemaakte stoep. *Buitegebou:* Dubbelmotorhuis.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgeles word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 17de dag van Augustus 1995.

A. J. Marais, vir Marais Müller, Prokureurs vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case 17701/95

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

In the matter between **First National Bank of Southern African Limited,** Plaintiff, and
Blackheath Industrial Investments (Proprietary) Limited, Defendant

In the above matter a sale will be held on Thursday, 12 October 1995 at 12:15 at the site of:

Range Road, Wimbledon Industria, Blackheath, being The Remainder of Portion 47, of the farm Wimbledon 454, situated in the Division of Stellenbosch, measuring 3,0586 hectares.

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 subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen comma two five per centum (18,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Vacant land.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Shapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 4314/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Cape of Good Hope Bank Limited,** Plaintiff, and **Municipal and Industrial Equipment Suppliers CC,** First Defendant, **Elgon Pennell Buxton,** Second Defendant, and **Aimee Buxton** (born Kensington-Edwardes), Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the site situated off Glencairn Freeway, Noordhoek, on Wednesday, 11 October 1995 at 12:00, of the undermentioned property of the Third Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Simon's Town, at 131 St George's Street, Simon's Town.

Erf: Remaining Extent of Portion 38, of the Farm 953, in the Administrative District of the Cape, in extent 2,9830 (two comma nine eight three nought) square metres, held under Deed of Transfer T40003/1984 and subject to the conditions therein referred to, also known as the site situated off Glencairn Freeway, Noordhoek (hereinafter referred to as the property).

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

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque 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 the sale.

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) of 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 Cape Town this 28th day of August 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. P. E. Whelan/hb/44825.)

Saak 397/89

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE TULBAGH

In die saak tussen **Eerste Nasionale Bank Beperk,** Vonnisskuldeiser, en **E. D. Matthews,** Vonnisskuldenaar

Ingevolge vonnis in die Landdroshof vir die distrik Tulbagh, en 'n lasbrief in bogenoemde saak gedateer 11 November 1991 word 'n openbare veiling sonder 'n reserweprys gehou deur die Balju, op 27 Oktober 1995 om 10:00, by die Landdroskantoor, Tulbagh, van die volgende vaste eiendom:

Erf 26, Saron, geleë in die Landelike Gebied, Saron, Administratiewe Distrik Tulbagh, groot 1 402 vierkante meter, gehou kragtens Transportakte T63829/1987, geleë te Meulstraat 3, Saron.

Neem kennis dat die veiling onderworpe is aan die bepalings van die Landdroshofwet en reëls No. 32 van 1944. Die eiendom word voetstoots en onderworpe aan die voorwaardes van die bestaande titelbewys verkoop. Die hoogste bieër sal die koper wees onderworpe aan die bepalings van artikel 66 van bogenoemde Wet.

Neem verder kennis dat ($\frac{1}{10}$) een-tiende van die koopsom in kontant of deur middel van 'n bankgewaarborgde tjek onmiddellik na die toeslaan van die bod betaal word en die res van die koopsom tesame met rente daarop teen die heersende bouvereniging rentekoers, wat teen registrasie van oordrag betaal word en binne veertien (14) dae van die veilingsdatum moet 'n bank- of bouverenigingwaarborg daarvoor ontvang word.

Neem verder kennis dat die volgende verbeterings op die eiendom is (hoewel niks in hierdie verband gewaarborg word nie): Woonhuis en buitegeboue.

Neem verder kennis dat die volledige veilingvoorwaardes ten tye van die veiling uitgelees sal word en is voor die veiling ter insae by die Balju, Tulbagh en die kantoor van die ondergetekendes.

Datum: 25 Augustus 1995.

Van Niekerk & Vennote, Van der Stellstraat, Posbus 6, Tulbagh, 6820. (Verw. Smith/WDVN/005038/56165.)

Saak 9027/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Trust Bank,** Eiser, en **J. G. Brummer,** Verweerder

Eiendom geleë te Roglandstraat 14, Arauna, Brackenfell.

Ingevolge 'n vonnis van die Landdroshof, Bellville, gedateer 25 April 1991, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Roglandstraat 14, Arauna, Brackenfell, per publike veiling te koop aangebied op 19 Oktober 1995 om 11:30:

Erf 2678, Brackenfell, ook bekend as Roglandstraat 14, Arauna, Brackenfell, afdeling Kaap, groot 882 vierkante meter, gehou kragtens Transportakte T22256/70.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16,75% (sestien komma sewe vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting of Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 29 Augustus 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/NT042.)

Case 123/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gamja Mohamed,** First Defendant, and **Elizabeth Kathrina Mohamed,** Second Defendant

In the above matter a sale will be held on Thursday, 12 October 1995 at 11:15, at the site of 43 Lupin Street, Sarepta, Kuils River, being Erf 6831, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, measuring 278 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 18,25% (eighteen comma two five per centum) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, bathroom, kitchen and lounge.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff, Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 7361/95

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **C. E. Rayners,** First Execution Debtor, and **R. Rayners,** Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 1 August 1995 and in pursuance of an attachment in execution dated 14 August 1995, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 5 October 1995 at 11:00, of the following immovable property situated at 56 Livingstone Circle, Rosedale, Uitenhage.

Zoned: Residential, being Erf 6047, Uitenhage, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 740 square metres, held by Cyril Edgar Rayners and Roslyn Rayners, under Deed of Transfer T6086/1983, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under asbestos with lounge, dining-room, three bedrooms, kitchen, two bathrooms, garage, swimming-pool and servants' quarters.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (Auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 31st day of August 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Saak 190/94

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE WOLSELEY

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **J. J. Bester,** Verweerder

Ingevolge uitspraak van genoemde Agbare Hof en die lasbrief vir eksekusie gedateer 4 April 1995, sal die hieronder-vermelde eiendom verkoop word op 19 Oktober 1995 om 10:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 182, Wolseley, afdeling Tulbagh, groot 1 587 vierkante meter, gehou kragtens Akte van Transport T71331/88, bekend as Millstraat 17, Wolseley, 6830.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik:

Losstaande enkelverdieping woonhuis, vier slaapkamers, kombuis, eetkamer, sitkamer, 1½ badkamer, dubbelgarage, ouma-woonstel, volvloermatte, sinkdak en vibrecrete omheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Wolseley en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 30ste dag van Augustus 1995.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. QB0134.)

Case 841/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thozamile Sydney Mafu,** First Defendant, and **Phindelwa Martha Mafu,** Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 20 June 1995, the following property will be sold on Wednesday, 11 October 1995 at 10:10, at the offices of the Sheriff of the Magistrate's Court, K.S.M. Building, Eales Street, King William's Town to the highest bidder:

Erf 2899, King William's Town, Municipality and Division of King William's Town, in extent 1 031 (one thousand and thirty-one) square metres, known as 16 Gutsche Crescent, King William's Town.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. *The following information is furnished, but not guaranteed:* Conventional house, three bedrooms, bathroom, lounge, dining-room, kitchen, garage and swimming-pool.

Dated at King William's Town this 31st day of August 1995.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Case 19590/94

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

In the matter between **ABSA Bank Limited,** trading as Trustbank Ltd, *versus* **Philippus Jonck**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 7 Harrod Drive, Bellville, 7530, on Tuesday, 10 October 1995 at 10:00:

Erf 2691, Bellville, in the Municipality of Bellville, in extent 714 (seven hundred and fourteen) square metres, held by Deed of Transfer T16360/85, and situated at 7 Harrod Drive, Bellville, 7530.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, three bedrooms, kitchen, bathroom and garage.

3. *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 full balance thereof together with interest at the rate of 18,25% (eighteen comma two five per centum) from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on 31 August 1995.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SG Z22310.)

Saak 5633/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **M. A.** en **N. V. Mapukata,** Verweerders

Ingevolge 'n vonnis aan die Landdroshof te Kuilsrivier, gedateer 3 Julie 1995 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 20 Oktober 1995 om 09:00:

Erf 799, Blue Downs, ook bekend as Victoriastraat 42, Tuscany Glen, Blue Downs, afdeling Stellenbosch, groot 411 vierkante meter, gehou kragtens Transportakte T83857/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet aflsaersgelde op die dag van die verkoping betaal asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 30 Augustus 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN485.)

Case 22163/95

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

In the matter between **Saambou Bank Limited,** Judgment Creditor, and **Michael Brown Olivier,** First Judgment Debtor, and **Tosca Maria Olivier,** Second Judgment Debtor

In execution of a judgment of the above Honourable Court and a warrant of execution, the hereinabove-mentioned propety will be sold in execution on Tuesday, 10 October 1995 at 12:00, at 21 Willow Gardens, Doig Road, Ottery, Cape:

Section 9, as shown and more fully described on Sectional Plan SS107/92, in the scheme known as Willow Gardens, in respect of the land and building or buildings situated at Wetton, in the Local Area of Wetton, Cape Division, of which the floor area, according to the said sectional plan, 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, measuring 70 (seventy) square metres, held under Deed of Transfer ST5615/1992, also known as 21 Willow Gardens, Doig Road, Ottery.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrates' Courts Act, the rules made hereunder and the title deeds relating hereto.

2. *Payment:* 10% (ten per cent) of the purchase price shall be paid in cash upon signature of the conditions of sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 18,5% (eighteen comma five per cent) per annum (together with such interest as may be payable on any preferent creditor's claim) from the date of sale to date of 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. The following improvements are stated but not guaranteed: Single dwelling with brick walls under a tiled roof consisting of three bedrooms, bathroom, toilet, lounge and kitchen.

3. *Conditions:* The full conditions of sale will be read out by the auctioneer immediately prior to the sale and may be inspected at the office of the undersigned as well as the office of the Sheriff, Wynberg.

Signed at Claremont this 6th day of September 1995.

De Klerk & Van Gend, Fourth Floor, Sanclare Building, Dreyer Street, Claremont. (Ref. SD950293/S. Duffett/em.)

Saak 22163/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Michael Brown Olivier,** Eerste Vonnisskuldenaar, en **Tosca Maria Olivier,** Tweede Vonnisskuldenaar

Ingevolge 'n uitspraak in die Landdroshof vir Wynberg, en 'n lasbrief vir eksekusie sal die volgende eiendom geregtelik verkoop word op Dinsdag, 10 Oktober 1995 om 12:00, aan die hoogste bieder by Willow Gardens 21, Doigstraat, Ottery, Kaap:

Deel 9, soos getoon en vollediger beskryf op Deeltitel Plan SS107/92, in die skema bekend as Willow Gardens ten opsigte van die grond en gebou of geboue geleë te Wetton, in die plaaslike area van Wetton, afdeling Kaap, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met deelnemingskowta van genoemde deel, soos op genoemde deelplan aangeteken, groot 70 (sewentig) vierkante meter, gehou kragtens ST5615/1992, ook bekend as Willow Gardens 21, Doigstraat, Ottery, Kaap.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet, die reëls daarkragtens uitgevaardig en van die titelbewys van die eiendom en die eiendom sal, onderworpe aan voormelde, aan die hoogste bieder verkoop word.

2. *Betaling:* 10% (tien persent) van die koopsom sal kontant ten tyde van die veiling betaal word en die volledige saldo, tesame met rente daarop teen 18,5% (agtien komma vyf persent) per jaar, bereken op die bedrag van die Vonnisskuldeiser se eis (en indien daar enige ander voorkeurkrediteur is, is die rente ook op sodanige voorkeurkrediteur se eis betaalbaar), van die veilingsdatum tot datum van oordrag teen registrasie van oordrag, welke bedrae deur 'n goedgekeurde waarborg van 'n bank of bouvereniging gesekureer moet word en binne 14 dae van die veilingsdatum ingedien moet word. Die volgende veranderings word gemeld, maar nie gewaarborg nie: Enkelwoonhuis met teëldak bestaande uit drie slaapkamers, badkamer, toilet, sitkamer en kombuis.

3. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die afsaler voorgelees word en lê ter insae in die kantoor van die ondergetekende sowel as die kantore van die Balju, Wynberg.

Geteken te Claremont hierdie 6de dag van September 1995.

De Klerk & Van Gend, Vierde Verdieping, Sanclaregebou, Dreyerstraat, Claremont. (Ver. SD950293/S. Duffett/em.)

Case 1627/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT UITENHAGE HELD AT UITENHAGE

In the matter between **Nedcor Bank Limited** (formerly Nedperk Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **M. S. Mandabana,** First Execution Debtor, and **L. S. Mandabana,** Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 12 April 1994 and in pursuance of an attachment in execution dated 14 August 1995, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 5 October 1995 at 11:00, of the following immovable property situated at 77 Wahab Tiry Street, Uitenhage:

Zoned: Residential.

Being Erf 18595, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 390 square metres, held by Michael Sipho Mandabana and Lucretia Sindiswa Mandabana, under Deed of Transfer T78185/92, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under concrete tiles with lounge, kitchen, three bedrooms and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 31st day of August 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 45108/94

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

In the matter between **Fitt Stafford CC** trading as Starlines, Execution Creditor, and **Mr Mikkelsen,** Execution Debtor

The following property will be sold voetstoots and without reserve in execution by public auction at the site thereof, to the highest bidder on 11 October 1995 at 13:00:

Erf 123513, Portion of Erf 142467, Retreat, in the Municipality of Cape Town, Cape Division, in extent three hundred and six (306) square metres.

Address: 3 Opal Lane, Sheredon Park, Steenberg.

Conditions of sale:

1. The following information is furnished but not guaranteed: Three bedrooms, bathroom, kitchen and lounge.

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 building society guarantee within fourteen (14) days of the date of sale.

W. D. Baxter, for Buchanan Boyes, 64 Church Street, Wynberg.

Case 1277/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Regine Hermine De Pestal,** Plaintiff/Execution Creditor, and **Michael John Kevin McDonald,** Defendant/Execution Debtor

In pursuance of a provisional sentence granted by the above Honourable Court, on 1 June 1995, which became a final judgment on 1 August 1995, and the warrant of execution dated 1 June 1995, the following property will be sold in execution, at the site, on 11 October 1995 at 14:00, to the highest bidder:

Certain Erf 119119, Cape Town, Muizenberg, in the Cape Town TMS, Cape Division, also known as 23/25 Prince George Drive, Muizenberg, measuring 298 square metres, held under Deed of Transfer T29454/1992:

Main conditions of sale:

1. The property will be sold without reserve and voetstoots to the highest bidder by public auction, subject to the Magistrates' Courts Act and rules, and the servitudes and conditions attaching to the property contained in the relevant title deed.

2. While nothing is guaranteed, it is understood that the property is comprised of a single story partially renovated brick residence with asbestos roof, incorporating a kitchen, lounge, two bedrooms, bathroom and a single garage.

3. Payment shall be effected as to ten per cent (10%) of the purchase price on the day of the sale and the balance on registration of transfer, together with interest thereon at the rate of 18,5% (eighteen comma five per cent) per annum from date of sale to date of registration of transfer, which payment shall be secured by a suitable bank guarantee within 14 days of date of the sale.

4. The full conditions of sale, which will be read out by the Sheriff of the Magistrate's Court, Simon's Town, immediately prior to the sale, may be inspected at his offices.

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

H. C. Bowlt, for Guthrie & Rushton, Plaintiff's Attorneys, 102 Fish Hoek Centre, Main Road, Fish Hoek. [Tel. (012) 782-6012.]

Case 6607/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited,** Plaintiff, and **D. S. Mpumlwana,** First Defendant, **Mrs N. C. Mpumlwana,** Second Defendant

In the pursuance of a judgment of the above Honourable Court and a warrant of execution dated 10 July 1995 the following property will be sold on 11 October 1995 at 10:30, to the highest bidder subject to the provisions of the conditions of sale:

Erf 114, Beacon Bay, Municipality of Beacon Bay, Division of East London, in extent 1472 (one thousand four hundred and seventy-two) square metres, held under T2833/1993, known as 32 Edge Road, Beacon Bay, East London.

The sale aforesaid will take place at the property itself being: 32 Edge Road, Beacon Bay, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under tiled roof comprising, four bedrooms, bathroom, lounge, family room, dining-room, kitchen, garage and carport.

Dated at East London on this the 29th day of August 1995.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W00144.)

Case 6024/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mrs N. G. Ncaphayi,** First Defendant, **T. W. Ncaphayi,** Second Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 20 June 1995 the folowing property will be sold on 11 October 1995 at 09:00, to the highest bidder subject to the conditons of sale:

Erf 5109, East London, Municipality of and Division of East London, in extent 1 091 (one thousand and ninety-one) square metres, held under T4701/1994 also known as 9 Dartnell Street, Cambridge, East London.

The sale aforesaid will take place at the property itself being: 9 Dartnell Street, Cambridge, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrate's Court Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under pitched concrete tiled roof comprising three bedrooms, two bathrooms, lounge, dining-room, kitchen and garage.

Dated at East London on this the 28th day of August 1995.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W26283.)

Case 6532/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Mortgage Investment Corporation** (Proprietary) Limited, Plaintiff, and **Mr Benoni John,** Defendant

In pursuance of a judgment of the above Honourable Court and warrant of execution dated 22 June 1995, the following property wil be sold on 11 October 1995 at 08:30, to the highest bidder subject to the provisions of the conditions of sale:

Erf 29215, East London (Gompo Town), Municipality and Division of East London, in extent 300 (three hundred) square metres, held under T685/1994, known as 53 Makatala Highway, Compo, East London.

The sale aforesaid will take place in the foyer of the Magistrate's Court, Buffalo Street, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under pitched tiled roof comprising lounge, three bedrooms, bathroom with separate toilet and kitchen.

Dated at East London on this the 29th day of August 1995.

Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W00721.)

Case 1422/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr Koos Bosman,** First Defendant, **Mrs Sandra Myrna Bosman,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution at 09:00, on 13 October 1995 in front of the Magistrate's Court, for the District of Kuils River, to the highest bidder:

Erf 1067, Eerste River, 286 (two hundred and eighty-six) square metres, held by Deed of Transfer T65402/91, situated at 4 Coucal Street, Devon Park, Eerste River.

Two bedrooms, kitchen, lounge, bathroom and toilet.

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 insofar as these are applicable.

2. A deposit of (10%) ten per cent 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 cent) 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, Readers' Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas-/CLS/Z29863.)

Case 18644/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Mr V. W. Knockpaal,** Plaintiff, and **Bonani Raphael Dzingwe,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Port Elizabeth granted on 3 August 1994 and a warrant of execution dated 2 December 1994, the immovable property described hereunder will be sold in execution on 6 October 1995 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Description of property: The property is Erf 8780, Motherwell, Port Elizabeth, Municipality and Division of Port Elizabeth and situated at 25 Mgwalana Street, Motherwell, NU6, Port Elizabeth, in extent, 260 square metres.

Important terms: 100% (one hundred per cent) of the purchase price as a deposit plus Value-added tax (if aplicable) and the Sheriff's charges 5% (five per centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) of the balance up to a maximum charge of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) are to be paid on the date of sale. The balance of the purchase price, interest and costs to be paid against registration of transfer, to be secured by a bank or building society guarantee to be provided to the Plaintiff's attorneys or furnished to the Sheriff, within 21 (twenty one) days of the date of sale.

The full conditions of sale may be inspected during office hours at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth South.

Dated at Port Elizabeth on this the 4th day of July 1995.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Coll/Miss Victor/05K045392.)

Case 2451/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **J. W. I. Wray,** Judgment Creditor, and **Manuel Nefdt,** Judgment Debtor

In execution of the judgment of the Magistrate's Court of Kuils River, in the above-matter, a sale will be held on Friday, 27 October 1995 at 10:00, at the site of the following immovable property:

Erf 317, Gaylee, in the local area of Stellenbosch, in the Cape Division, in extent 801 (eight hundred and one) square metres, held by Defendant in terms of Deed of Transfer T52276/1989, also known as 9 Rowena Street, Blackheath, comprising three bedrooms, bathroom, toilet, lounge and kitchen.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. ($\frac{1}{10}$th) (one tenth) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque and immediately after the property is declared sold. The balance of the purchase price together with the interest thereon at the ruling bank's or building society's rate (as the case may be) shall be paid against registration of transfer. Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3. All the amounts mentioned in paragraph 2 above are to be delivered within fourteen (14) days of the date of sale to the Judgment Creditor's attorneys by means of a bank or building society's guarantee acceptable to the Judgment Creditor's attorneys.

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, Kuils River, at 29 Northumberland Street, Bellville.

Dated at Wynberg on this the 1st day of September 1995.

Terence Rex, for Attorneys, Notaries Public & Conveyancers, First Floor, Union Chambers, Church Street, Wynberg. (Ref. JCLE/CW/16701.)

Case 17499/94

IN THE MAGISTRATE'S COUR FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Transnet Limited,** Judgment Creditor, and **Sigoloza Gideon Magwaza,** Judgment Debtor

In pursuance of a judgment granted on 15 February 1995, in the Michells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 26 October 1995 at 10:00, at Court-house, Magistrate's Court, Mitchells Plain, to the highest bidder:

Description: Erf 29984, Khayelitsha, in the area of the City Council of Lingelethu West, in extent 171 (one hundred and seventy-one) square metres.

Postal address: 9 Nxanxadi Street, Elitha Park, Khayelitsha.

Improvements: Single-dwelling, asbestos roof, two bedrooms, bathroom/toilet/hand basin and lounge/kitchen, held by the Defendant in his name under Deed of Transfer TL57099/91.

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-guaranted 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 purchacer 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.

5. 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, Second Floor, Plain Building, Allegro Lane, The Plain, Mitchells Plain.

Dated at Athlone the 6th day of September 1995.

R. D. Barendse, c/o Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. RB/VS/C10992/Z11372.)

Case 2145/95

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 **Albertus Jacobus Daniel Leibrandt,** First Execution Debtor, and **Berrynise Leibrandt,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Somerset West dated 19 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 17 October 1995 at 11:00:

Portion 1 of the Farm 895, in the area of the Transitional Metropolitan Substructure of Sir Lowry's Pass, Division of Stellenbosch, Western Cape Province, in extent 1 371 (one thousand three hundred and seventy-one) square metres.

Street address: 10 Main Road, Sir Lowry's Pass.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

(2) The following information is furnished but not guaranteed: Lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/w.c., servant's room and w.c.

(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:

10% (ten per centum) 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 14 (fourteen) days of the date of sale.

Dated at Bellville on the 2nd day of September 1995.

W. de Braal, c/o Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 5123/92

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Jacobus Christiaan Oosthuizen,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Strand, dated 14 April 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 18 October 1995 at 10:00:

Erf 2977, Gordons Bay, in the Area of the Transitional Metropolitan Substructure Gordons Bay, Stellenbosch Division, Western Cape Province, in extent 611 (six hundred and eleven) square metres. *Street address:* 11 Melkboom Way, Gordons Bay.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Lounge/dining-room, kitchen, four bedrooms, bathroom/w.c. and shower.

(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, 4 Keurbos Avenue, Strand.

(4) Payment shall be effected as follows: 10% (ten per centum) 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 14 (fourteen) days of the sale.

Dated at Bellville on this the 2nd day of September 1995.

W. de Braal, Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 10877/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Andrew John Michaels,** First Defendant, and **Bonita Sylvia Michaels,** Second Defendant

In the above matter a sale will be held on Thursday, 12 October 1995 at 10:30, at the site of 20 Planeet Street, Kuils River, being Erf 7278, Kuils River, in the Municipality of Kuils River, Stellenbosch Division, measuring 267 (two hundred and sixty-seven) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stand and subject to the conditions of the existing title deeds.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 18,25% (eighteen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising two bedrooms, bathroom, lounge and kitchen.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 16664/95

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

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

The undermentioned property will be sold in execution at the premises at 11 Graaff Street, Parow, 17 October 1995 at 11:30:

Erf 21264, Parow, in the area of the Transitional Metropolitan Substructure of Parow, Western Cape Province, in extent 1 203 (one thousand two hundred and three) square metres.

Comprising vacant land.

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 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/19301.)

Case 568/95

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

In the matter between **First National Bank of S.A. Limited,** Judgment Creditor, and **L. Isaacs,** First Judgment Debtor, and **D. D. A. Smith,** Second Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 24 July 1995, the property listed hereunder, and commonly known as 311 Eighth Avenue, Grassy Park, more fully described as Erf 10893, Grassy Park, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 430 (four hundred and thirty) square metres, will be sold in execution on 3 October 1995 at 12:00, at 311 Eighth Avenue, Grassy Park, to the highest bidder:

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

Single dwelling brick walls under a tiled roof, consisting of ± two bedrooms, kitchen, lounge, bathroom, toilet, and garage.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Magistrate's Court, Wynberg.

G. C. Jansen, for Gary Jansen & Associates, Attorneys for Judgement Creditor, 24 Church Street, Athlone.

Case 6952/95

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

Nedcor Bank Limited *versus* **D. F. C. Lombard**

The property: Remainder Erf 2215, Grassy Park, at Lotus River, in the Local Area of Grassy Park, Cape Division, in extent 1 050 square metres, situated at 228 Second Avenue, Lotus River.

Improvements (not guaranteed): Single dwelling, brick walls, asbestos roof, lounge, kitchen, three bedrooms, bathroom and toilet.

Date of sale: 9 October 1995 at 14:00.

Place of sale: 228 Second Avenue, Lotus River.

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 5462/93

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

In the matter between **The Standard Bank of South Africa Ltd,** Execution Creditor, and **Marlena Jacoba Childs,** Execution Debtor

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site on 18 October 1995 at 11:00:

Erf 5445, The Strand, in the Municipality of the Strand, Division of Stellenbosch, in extent 914 square metres, also known as 40 Broadway Street, Strand.

Conditions:

1. The following information is furnished, but not guaranteed:

Dwelling with lounge, dining-room, kitchen, four bedrooms, bathroom/toilet and garage.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 28th day of August 1995.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case 1916/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Patrick David Jeneke,** married in community of property to Rachel Kirstina Jeneke, Defendant

In terms of a judgment given in the Magistrate's Court at Somerset West, on 23 June 1995 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 1875, Macassar, in the Transitional Metropolitan Substructure of Macassar, Division of Stellenbosch, Western Cape Province, measuring 115 square metres, held by Deed of Transfer T67961/92, also known as 33 Mirage Street, Macassar, will be sold in execution on 10 October 1995 at 09:30, at 33 Mirage Street, Macassar, 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: Kitchen, two bedrooms, lounge and bathroom including toilet.

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, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Saak 8040/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **NBS Bank Beperk,** Eiser, en **W.** en **M. Davids,** Verweerders

Ingevolge 'n vonnis van die Landdroshof te Paarl, gedateer 9 Julie 1992, en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Paarl, per publieke veiling te koop aangebied op 23 Oktober 1995 om 10:00:

Erf 16642, Paarl, ook bekend as Symphonylaan 179, Daljosaphat, afdeling Paarl, groot 250 vierkante meter, gehou kragtens Transportakte T48793/90.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Paarl, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 21% (een-en-twintig persent) per jaar, op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Paarl, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 7 September 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EDN133.)

Case 14413/94

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

In the matter between **Municipality of Cape Town,** Plaintiff, and **Hilton Andre Alfino,** Defendant

The following will be sold in execution on 12 October 1995 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 38961, Cape Town, at Athlone, 464 (four hundred and sixty-four) square metres, held by Deed of Transfer T74487/91, situated at 59 Hart Road, Crawford.

1. The following improvements are reported but not guaranteed: Dwelling: Brick building, tile roof, three bedrooms, bath/toilet, lounge and kitchen.

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% (eighteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. CLS/Z39470.)

Saak 3540/95

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk,** Eiser, en **F. N. Mbambosi,** Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 15 Mei 1995, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 12 Oktober 1995 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 10, in die Munisipaliteit van Despatch, en afdeling Uitenhage, groot 287 (tweehonderd sewe-en-tagtig) vierkante meter, gehou kragtens Transportakte TL2015/94, geleë te Swart Residensiële Gebiede, administratiewe distrik Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus Balju- (afslaers)koste en vir die balans moet 'n aanneembare bank- of bouvereniging waarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Stockenstroomstraat 12, Uitenhage.

Gedateer te Uitenhage op die 21ste dag van Augustus 1995.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. FAS/jvh/KL0024.)

Case 6856/94

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

In the matter between **Municipality of Cape Town,** Plaintiff, and **Bahia Baker,** Defendant

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 Goodwood, to the highest bidder:

Erf 1409955 (portion of Erf 140886), 317 (three hundred and seventeen) square metres, held by Deed of Transfer T44056/92, situated at 15 Mulberry Street, Bonteheuwel.

1. The following improvements are reported but not guaranteed: Dwelling: Asbestos roof, brick walls, lounge, kitchen, bedroom 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 18,00% (eighteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z00010.)

Saak 2379/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Roy Cowley Eiendomme BK,** Eiser, en **Mej. A. Cronje,** Verweerder

Die volgende eiendom sal in eksekusie verkoop word op die perseel op Woensdag, 4 Oktober 1995 om 11:15, aan die hoogste bieër:

Eenheid 47, Parow, Munisipaliteit Parow, afdeling Kaap, groot 44, gehou kragtens Transportakte ST11699/1992, geleë te Tygerbergpark 411, Arnold Wilhelmstraat, Parow.

1. Die volgende verbetering word gemeld maar nie gewaarborg nie: Slaapkamer, sitkamer, kombuis, 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/da/CQ2.)

Case 5302/94

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 **Oswald Kenneth Meyer,** Defendant

The following will be sold in execution on 20 October 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 43800 (portion of Erf 43786), Mitchells Plain, 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T75733/91, situated at 10 Trotter Way, Strandfontein.

1. The following improvements are reported but not guaranteed: Dwelling: Three bedrooms, bath/toilet, 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 19,50% (nineteen comma five naught per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z00068.)

Case 7183/94

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 **Alvin John Jaftha,** Defendant

The following will be sold in execution on 20 October 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 32331 (portion of Erf 28088), Mitchells Plain, 233 (two hundred and thirty three) square metres, held by Deed of Transfer T55850/92, situated at 11 Clairwood Crescent, Beacon Valley.

1. The following improvements are reported but not guaranteed: Dwelling: Brick building, two bedrooms, bath/toilet, 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 18,25% (eighteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z39080.)

Saak 27453/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Manuella Romero,** Eksekusieskuldenaar

Ten uitvoering van die vonnis van die Landdroshof, Kaapstad gedateer 2 November 1994 sal die onroerende goed hieronder beskryf op Donderdag, 12 Oktober 1995 om 10:30 op die perseel te Derde Verdieping, Lynwolhof 302, Hopestraat 13, Kaapstad, per publieke veiling in eksekusie verkoop word aan die hoogste bieër:

'n Woonstel met baksteenmure op die Derde Verdieping van die gebou met geteëlde dak bestaande uit: Slaapkamer met ingeboude kaste, sitkamer, badkamer, toilet en kombuis.

Ook bekend as Lynwolhof 302, Hopestraat 13, Kaapstad.

(a) Deel 24 soos getoon en volledig beskryf of Deelplan SS109/1991, in die skema bekend as Lynwolwoonstelle ten opsigte van die grond of gebou en geboue geleë te Tuine in die Munisipaliteit van Kaapstad, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 56 (ses-en-vyftig) 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.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eiendom gehou word.

2. Een-tiende (1/10) van die koopprys tesame met rente daarop teen 17% (sewentien persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonniskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Kaapstad.

Afslaer: Balju van die Landdroshof, Kaapstad.

Gedateer te Goodwood op hierdie die 6de dag van September 1995.

P. F. Vos, vir Visagie Vos & Vennote, Vonnisskuldeiser se Prokureurs, Libertassentrum 107, Goodwood. (Tel. 591-9221.) (Verw. PFV/rf/S.889/91.)

Case 30946/94
Case 11220/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Adfin (Pty) Ltd,** trading as Rand Trust Financiers, Plaintiff, and **Mr. R. Haupt,** Defendant

In pursuance of a judgment of the above Court dated 27 October 1993, and an attachment in execution dated 4 November 1993, the following property, situated at 6 Norman Middleton Street, Clearly Estate, Port Elizabeth, will be sold by public auction on 13 October 1995 at 14:15 at the front entrance of the New Law Courts, North End, Port Elizabeth, to the highest bidder:

Erf 5590, Bethelsdorp, in extent 989 square metres, held under Title Deed T30764/1992, bonded to Saambou Bank Limited, Bond B34278/1992, and bonded to Brian I & C.R. Udemans, Bond B58080/1992.

Description: Residential Accommodation.

The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff of the Court, Port Elizabeth West, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) in cash on the date of the sale and the balance against transfer.

Dated at Port Elizabeth on this the 13th day of September 1995.

Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth. (Ref: Mr L. T. Schoeman/BA/A91/ADF003.)

Case 251/95

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Transkei National Building Society,** Judgment Creditor, and **Malcom Luvuyo Thomas,** Judgment Debtor

The property known as:

Certain piece of land situated in Township of Ezibeleni, District of Cacadu, being Site 426, Zone 1, measuring 882 (eight hundred and eighty-two) square metres.

Shall be sold to the highest bidder by our ADHOC appointed Messenger of Court, Umtata on 12 October 1995 at 11:30, in Ezibeleni.

The special conditions of sale may be inspected at the offices of our ADHOC appointed Messenger of Court, 202 Ludidi Building, Madeira Street, Umtata.

John C. Blakeway & Leppan Inc., Attorney for Judgment Creditor, 28 Madeira Street, Umtata. (Ref. Mr Robert Beer/rl/G7/95.)

Case 382/92

IN THE SUPREME COURT OF TRANSKEI

In the matter between **First National Bank,** Plaintiff, and **Bernard Macala,** trading as Eyethu Cafe, Defendant

In pursuance of a warrant of execution issued out of the above Honourable Court, I will offer for sale on Friday, 27 October 1995, on the spot at 11:00, on the following:

Certain piece of land known as Site 758, Maluti, situated in the Township of Maluti, District of Matatiele, measuring 595 (five nine five) square metres.

Conditions of sale may be inspected at the office of the Deputy Sheriff, Maluti.

Dated at Umtata on this 1st day of October 1995.

John C. Blakeway & Leppan Inc., 28 Madeira Street, Umtata. (Ref. Mr Robert Beer/rl/F.283.)

Saak 18867/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Dolores Lesar,** Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Mitchells Plain gedateer 25 Mei 1995, sal die onroerende goed hieronder beskryf op Dinsdag, 24 Oktober 1995 om 10:00, op die perseel te Kweperstraat 7, Westridge, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieër:

Woonhuis met baksteenmure en geteëlde dak bestaande uit drie slaapkamers, badkamer, toilet, sitkamer en kombuis, ook bekend as Kweperstraat 7, Westridge, Mitchells Plain.

Erf 731, Mitchells Plain, in die munisipaliteit Kaapstad, Kaapse afdeling, groot 228 vierkante meter, gehou kragtens Transportakte T51226/1987.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 17% (sewentien persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Mitchells Plain.

Afslaer: Balju van die Landdroshof, Mitchells Plain-Suid.

Gedateer te Goodwood hierdie 11de dag van September 1995.

P. F. Vos, vir Visagie Vos & Vennote, Vonnisskuldeiser se Prokureurs, Libertassentrum 107, Goodwood. (Tel. 591-9221.) (Verw. PFV/rf/S.878/91.)

NATAL

Case 2223/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Samuel Rajah,** First Defendant, and **Rangamma Rajah,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 1 September 1994, the immovable property described as:

Subdivision 97 (of 40) of Lot 34, Marburg Settlement 5435, situated in the Port Shepstone Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 337 square metres, held under Deed of Transfer T5278/88, and situated in Oscar Borchers Road, Marburg, will be sold in execution

on Friday, 6 October 1995 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach Inc., the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: Dwelling under brick and tile, consisting of three bedrooms, lounge, dining-room, bathroom, kitchen and garage. No outbuildings.

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

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N251/01N209593.)

Case 3346/95

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 **Strinivasan Sebastian Shunmugam,** First Defendant, and **Mrs Sarasvathie Shunmugam,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 5 June 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 6 October 1995 at 09:00, 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 Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Lot 638, Briardale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, measuring two hundred and one (201) square metres, which property is physically situated at 54 Glegdale Gardens, Briardale, Newlands West, 4035, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T27087/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, toilet, bathroom/shower/toilet, patio and garage.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 18th 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/U016/014587/Mrs Chelin.)

Case 9024/94

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 **Bongani Christopher Ndlovu,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 10 January 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 6 October 1995 at 09:00, 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 Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Subdivision 94, of Lot 431, Zeekoe Vallei situated in the City of Durban, Administrative District of Natal, measuring 680 (six hundred and eighty) square metres, which property is physically situated at 58 Marbleray Drive, Newlands East, 4051, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T33261/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, kitchen, three bedrooms, bathroom, toilet and carport.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 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. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/005647/Mrs Chelin.)

Case 6012/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Miss Indheera Serekistna,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 9 September 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 6 October 1995 at 09:00, 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 Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Lot 3730, Tongaat (Extension 28), situated in the Township of Tongaat, Administrative District of Natal, in extent 447 square metres, which property is physically situated at 208 Saunders Circle, Belvedere, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T6907/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, kitchen, three bedrooms, 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 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 17th 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/A332/038012/Mrs Chelin.)

Case 4080/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Mr Brett Ian Worthington,** First Defendant, and **Mrs Joanne Margaret Worthington,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 16 November 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 6 October 1995 at 09:00, 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 Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

(a) Section 12, as shown and more fully described on Sectional Plan SS236/87, in the scheme known as Kalweni, in respect of the land and building or buildings situated at Glenhills of which the floor area, according to the said sectional plan, is 93 (ninety-three) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan;

which property is physically situated at 12 Kalweni, 5 Peach Place, Glen Anil, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST18160/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile-dwelling consisting of entrance hall, lounge/dining-room, kitchen, two bedrooms, bathroom and toilet, garage and courtyard.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 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. [Tel. (031) 304-7614/5.] (Ref. CMK/U072/017514/Mrs Chelin.)

Case 715/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Mr Rajendhraprakash Ramlugan,** First Defendant, and **Mrs Bharthi Ramlugan,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 24 March 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban North, on the steps of the Supreme Court, Masonic Court, Durban, on Friday, 6 October 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 15 Milne Street, Durban, namely:

Subdivision 2 of Lot 79, Springfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand three hundred and eighty-nine (1 389) square metres, which property is physically situated at 97 Alpine Road, Springfield, 4091, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T13781/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile-dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

Outbuildings: Three rooms, toilet/shower, double garage and pool.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 17th 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/A332/009554/Mrs Chelin.)

Case 921/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Mr Sanjil Dipnaraln Singh,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 5 May 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 6 October 1995 at 09:00, 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 Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

(a) Section 2, as shown and more fully described on Sectional Plan SS50/1983, in the scheme known as Villa Baker, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan, is 88 (eighty-eight) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan;

which property is physically situated at 2 Villa Baker, 6 Runton Way, Durban, 4051, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST14786/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile simplex consisting of lounge, dining-room, kitchen, three bedrooms, bath/toilet/shower and carport.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 22nd day of 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/A332/009746/Mrs Chelin.)

Case 2073/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Mr Loganathan Perumal,** First Defendant, and **Mrs Meera Devi Perumal,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 21 November 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 6 October 1995 at 09:00, 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 Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Lot 925, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent three hundred and thirty six (336) square metres, which property is physically situated at 22 Corfield Crescent, Earlsfield, Newlands West, 4051, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T33133/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile-dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25 (sixteen comma two-five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 24th 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/U072/012914/Mrs Chelin.)

Case 1469/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), Execution Creditor, and **Artwell Thulani Ndlovu,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 11 July 1995, the immovable property described as:

Site A1643, in extent 372 square metres, as shown on General Plan BA15/1970, situated in the Township of Gamalakhe, District of Izingolweni, held under Deed of Grant G9992/87, will be sold in execution on Friday, 6 October 1995 at 09:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate pyable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or Value-Added Tax where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000, and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and tile, consisting of single garage, three bedrooms, bathroom, lounge, kitchen and dining-room.

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

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. Barry/NP110/01NP01110.)

Case 3406/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **First National Bank,** Plaintiff, and **Karl Otto Wichmann,** Defendant

In pursuance of a judgment on 9 November 1992 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, 2 Court House Road, Port Shepstone:

Description:

1. The farm Long Valley 14678, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent 317,0024 hectares.

Take notice that the farm Long Valley 14678 is subject to:

(a) an expropriation of ± 618 square metres in favour of the South African Railways and Harbours Vide Expro No. EX593/72; and

(b) an expropriation of ± 545 square metres in favour of the South African Railways and Harbours Vide Expro No. EX925/75.

The property as set out above is agricultural land, Registrered under Deed of Transfer T18700/89, dated 9 August 1989, registered in the name of Karl Otto Wichman, Identity Number 52050851420078, married out of community of property, together with any improvement thereof (if any).

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 set as 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 effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, costs of cancellation of the existing bond, transfer duty cost 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. (0391) 8-3303.

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. L. Wallace/09F001054.)

Case 2072/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Elphina Nontuthuzelo Sogoni,** 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 6 October 1995 at 10:00, by the Sheriff of the Supreme Court, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 101 of Lot 1341, Pietermairtzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 041 (one thousand and forty-one) square metres held under Deed of Transfer T6481/94.

The following information relating to the property is furnished but not guarantee in any way:

1. The property is situated at 65 Andries Pretorius Road, Pietermaritzburg, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a three bedroomed dwelling with lounge, dining-room, kitchen, bathroom/toilet, garage and servants' quarters with toilet.

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 on this 28th day of August 1995.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 0306.)

Case 3323/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Duduzile Faith Mlaba,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 11 August 1995 the undermentioned property will be sold in execution on 11 October 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Lot 12313, Extension 71, Newcasttle, Administrative District of Natal.

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 payble in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of deed of grant.

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

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 2145/95

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Selby Vincent Sipho Nene,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 30 May 1995, the undermentioned property will be sold in execution on 11 October 1995 at 10:00, at the front entrance of the Magistrate's Court, namely:

A certain site Unit 3229, Unit A, Osizweni Township.

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 28th day of August 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 134/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Sifiso Loward Hadebe,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Ezakheni and a writ of execution dated 13 October 1994, the undermentioned property will be sold in execution on 10 October 1995 at 15:00, at the Magistrate's Court, Ezakheni, namely:

A certain Unit 52, Unit D, Ezakheni Township, District of Emnambithi.

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 5 Poort Road, Ladysmith.

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 28th day of August 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle. C/o KwaZulu Finance & Investment Corp., 31 Blou Street, Ezakheni Industrial Estate, P.O. Box 780, Ladysmith.

Case 16/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Gabangaye Mathews Sibeko,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Ezakheni and a writ of execution dated 12 June 1995, the undermentioned property will be sold in execution on 10 October 1995 at 15:00, at the Magistrate's Court, Ezakheni, namely:

A certain Unit A670, Ezakheni Township, District of County Klip River.

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 5 Poort Road, Ladysmith.

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 28th day of August 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle. C/o KwaZulu Finance & Investment Corp., 31 Blou Street, Ezakheni Industrial Estate, P.O. Box 780, Ladysmith.

Case 148/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Duduzile Maureen Ziqubu,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Ezakheni and a writ of execution dated 8 May 1995, the undermentioned property will be sold in execution on 10 October 1995 at 15:00, at the Magistrate's Court, Ezakheni, namely:

A certain Unit E1214, Ezakheni Township, in extent 766 square metres.

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 5 Poort Road, Ladysmith.

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 18th day of August 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle. C/o KwaZulu Finance & Investment Corp., 31 Blou Street, Ezakheni Industrial Estate, P.O. Box 780, Ladysmith.

Case 3156/95

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Stephen Jabulani Rakwena,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 15 August 1995, the undermentioned property will be sold in execution on 11 October 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site 8981, Unit E, Madadeni Township.

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 28th day of August 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 30163/93

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Mr Victor Basil Brooks,** First Execution Debtor, and **Mrs Aida Freda Brooks,** Second Execution Debtor

In pursuance of judgment granted on 6 August 1993, 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, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being: Remainder of Subdivision 18 of Lot 236, Bellair, situated in the City of Durban, Administrative District of Natal, measuring 936 (nine hundred and thirty-six) square metres.

Postal address: 38 Rocky Ridge Road, Durban, 4092.

Improvements: Brick under iron dwelling consisting of verandah, entrance hall, lounge, dining-room, kitchen, pantry, three bedrooms, bathroom, toilet, outbuildings consisting of staff quarters and toilet.

Town-planning: Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff 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 of the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban or at our offices.

Dated at Durban this 31st 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/045/017516/Mrs Chetty.)

Case 1796/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Mervin Dennis Campbell,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 20 April 1995 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Verulam, Inanda District 2, on 6 October 1995 at 09:00, on the steps of the Magistrate's Court, Moss Street, Verulam, without reserve:

Property description: Subdivision 96 of Lot 436, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal; in extent 180 (one hundred and eighty) square metres, held under Deed of Transfer T28247/91, subject to the conditions therein contained.

Physical address of property: 18 Tarpon Place, Newlands East.

Zoning of property: Special Residential.

Improvements of property: Semi detached double storey brick under tile dwelling with water and lights consisting of:

Upstairs: Three bedrooms, bathroom and toilet.

Downstairs: Lounge, kitchen, concrete fencing, no gate (although nothing in this regard is guaranteed):

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff Inanda Area Two, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991 shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Verulam, Inanda District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 23rd day of August 1995.

Woodhead Bigby & Irving, Attorneys for Plaintiff, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/1p/15F6271.A4.)

Case 9550/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Mr Hendrick Bonginkosi Aubrey Khumalo,** First Defendant, and **Mrs Samkelisiwe Felicity Khumalo,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 9 March 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown at 10:00 on Friday, 6 October 1995, 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 ofifce at 2 Samkit Centre, 62 Caversham Road, Pinetown, namely:

Remainder of Lot 7282, Pinetown, situated in the Borough of Pinetown and in Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 441 (one thousand four hundred and forty-one) square metres, which property is physically situated at 47 Chester Road, Pinetown, 3610, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T16179/92.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of lounge, dining-room, kitchen, bathroom/toilet, two bedrooms and dressing room.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

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

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001, P.O. Box 714. Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/039978/U045/Mrs Chetty.)

Case 1914/95

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 **Mafa Cyprian Ntuli,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown at 10:00 on Friday, 6 October 1995:

Description:

Remainder of Lot 1601, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent 2 502 (two thousand five hundred and two) square metres, under Deed of Transfer T34048/94.

Physical address: 17 Serpentine Road, Westville, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, two toilets and shower. The outbuildings comprise garage, servants' rooms and toilets. There is also a concrete swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

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

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.8336/mvr.)

Case 13211/94

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

In the matter between **Nedcor Bank Limited,** trading as Nedbank, Plaintiff, and **Paul Molnar,** Defendant

In pursuance of a judgment of the above Honourable Court dated 11 August 1994 a sale in execution will be held on 12 October 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court, Durban Central, to the highest bidder:

(a) Section 110 as shown and more fully described on Sectional Plan SS129/1983 in the scheme known as Waverley in respect of the land and building or buildings situated at Durban of which the floor area, according to the said sectional plan is 72 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 plan, situated at 1401 Waverley Flats, Esplanade, Durban.

Improvements: The following information is furnished but nothing is guaranteed in this regard: The property consists of a flat comprising three bedrooms, lounge, dining-room, kitchen and two bathrooms.

The sale shall be subject to the following conditions:

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 (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs. Singh/N007-7096/94.)

Case 2099/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Pongavanum Pillay,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provinsial Division) on Friday, 11 August 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Surpreme Court of South Africa for the District of Pietermaritzburg, on the steps of her office at 09:00 on Friday, 6 October 1995 on conditions which will be read out by the Sheriff before the sale, and which conditions are in possession of the Sheriff and may be inspected at her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 3038 (of 2514) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and seventy-three (473) square metres, which property is physically situated at 87 Munireddy Road, Northdale, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T27451/91.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling house, brick and block under iron, consisting of lounge, dining-room, kitchen, three bedrooms, 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) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen 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 Pietermaritzburg on this the 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 1686/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Sandile Armstrong Duma,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (KwaZulu/Natal Provincial Division) on Friday, 7 July 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 Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, KwaZulu/Natal, on Tuesday, 10 October 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 5 Poort Road, Ladysmith, KwaZulu/Natal, namely:

Lot 1987, Ladysmith (Extension 5), situated in the Borough of Ladysmith, Administrative District of Natal, in extent one thousand four hundred and thirty-one (1 431) square metres, which property is physically situated at 4 Schoon Street, Ladysmith, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T26868/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of dwelling-house, brick under iron, consisting of a lounge, dining-room, family room, toilet and separate bathroom, toilet and shower, kitchen, bathroom, toilet, porch and four bedrooms. There is an outbuilding consisting of a servants' quarters, toilet and two carports.

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) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

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

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1775/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Frederick Philani Mseleku,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Wednesday, 12 July 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 Melmoth, at the Magistrate's Office, Reinold Street, Melmoth, KwaZulu/Natal, on Thursday, 12 October 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 312 Reinold Street, Melmoth, KwaZulu/Natal, namely:

Unit C1306, Ulundi, situated in the Township of Ulundi, District of Mahlabathini, County of Zululand, in extent four hundred and forty-nine (449) square metres, which property is physically situated at Lot C1306, Ulundi, KwaZulu/Natal, and which property is held by the above-named Defendant underand by virtue of Deed of Grant G003506/89.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, block under tile, consisting of an entrance verandah, lounge, kitchen, three bedrooms, bathroom and toilet.

Zoning: The property is zoned for Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 23rd day of August 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 3482/94

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

In the matter between **Body Corporate of Virasha Ville,** Plaintiff, and **A. G. M. Peroo,** Defendant

In pursuance of a judgment granted on 9 May 1995 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution on Friday, 13 October 1995 at 10:00, in front of the Magistrate's Court, Front Entrance, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Section 2, described on Sectional Plan SS/223-88, in the scheme known as Virasha Ville, situated at Durban, in extent 185 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Unit B, Virasha Ville, 250 Shannon Drive, Reservoir Hills, and the property consists of a fully constructed dwelling-unit comprising double storey brick under concrete slab.

Downstairs: Lounge/dining-room, kitchen, TV-room, toilet and single garage.

Upstairs: Two bedrooms, master bedroom with en suite bathroom and toilet.

Material condition of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pinetown, 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 Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Pinetown this 6th day of September 1995.

P. A. Lander, for Lander & Tomlinson, Plaintiff's Attorneys, Ground Floor, 2 Heritage Park, 51 Norfolk Terrace, Westville. (Ref. Mr Lander/Coll/RA 057 000.)

Case 746/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **National Co-Operative Dairies Limited,** Plaintiff, and **Robert Leggat,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following property belonging to the Defendant, will be sold in execution on 6 October 1995 at 10:00, at the Sheriff's Office, 12 Campbell Road, Howick, to the highest bidder for cash. The reserve price is stipulated in the conditions of sale:

Property description: The Remainder of Subdivision 13 (of 3) of the farm Boschfontein 12011, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent thirty-two comma two nought six one (32,2061) hectares, and held under Title T30983/1980.

Postal address: Boschfontein Farm, Balgowan, District of Lions River, KwaZulu/Natal.

Improvements: The property has been improved by the construction of a main house comprising brick under harvey tile, three bedrooms, two bathrooms, kitchen, sun porch, lounge, dining-room and swimming-pool, which main house is electrically fenced. In addition there is a one bedroomed flat with bathroom under brick and tile, garage under brick and iron, stable block under brick and iron, farm shed under steel and iron, stable block under brick and iron and seven paddocks. The property is on Eskom and has water, borehole and stream.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the office of the Sheriff, 12 Campbell Road, Howick, and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 31st day of August 1995.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, 3201; P.O. Box 51, Pietermaritzburg, 3200. [Tel. (0331) 45-3322.] (Ref. LRM/mp/N.5.)

Case 2856/94

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

In the matter between **Modern Clothing,** Execution Creditor, and **D E Jasat,** formerly trading as Vryheid Wholesalers, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 28 June 1995 a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, 11 October 1995 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Portion 1 of 2 of Erf 244, Administrative District of Vryheid, 3100, also better known as 233 South Street, Vryheid, consisting of: *Construction:* Facebricks under corrugated iron consisting of three bedrooms, with b.i.c., lounge, bathroom, separate toilet, kitchen with b.i.c. Wall to wall carpets. Granny flat with bathroom and toilet, Single garage. Property well fenced.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Paulpietersburg. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act 32 of 1944, as amended.

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

Dated at Vryheid on this the 7th day of September 1995.

J. S. Louw Jnr for Cox & Partners, Plaintiff's Attorney, corner of Market and High Streets, Vryheid.

Case 19742/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and
Dennis Themba Nene, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 29 August 1995, the immovable property listed hereunder will be sold in execution on Friday, 6 October 1995 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 192 of Lot 1485, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 909 (nine hundred and nine) square metres, situated at 53 Wanderers Crescent, Grange, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T37556/94.

The following information is given about the immovable property but is not guaranteed: *Zoning:* Special residential.

Improvements: A single-storey dwelling constructed of block under tile room, comprising lounge, kitchen three bedrooms, bathroom and w.c.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg on this 1st day of September 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N 2385/93.)

Case 6392/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Judgment Creditor, and
Mzayifani Fanyana Sosibo, Judgment Debtor

In pursuance of judgment granted on 28 July 1995, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 13 October 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam to the highest bidder:

Description: Site 1413, Ohlanga, situated in the Ohlange Township, District of Verulam, in extent two hundred and eighty-four (284) square metres.

Postal address: Site 1413 Ohlanga, 4340.

Improvements: Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet outside and no bathroom, lights facilities, no water facilities, held by the Defendant in his name under Deed of Grant 14589.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks on this 4th day of September 1995.

Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320, P.O. Box 610, Umhlanga rocks, 4320. [Tel. (031) 561-1011.] (Ref. PAJ/mac/K226:K100-0164.)

Case 5118/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Judgment Creditor, and **Vikamazwi Daniel Mdima,** Judgment Debtor

In pursuance of judgment granted on 4 July 1995, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 13 October 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit K1428, Township of KwaMashu, Districk of Ntuzuma, in extent two hundred and eithty-six (286) square metres.

Postal address: K1428 KwaMashu, 4360.

Improvements: Brick under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet with shower outside, water facilities, no lights facilities, wire fencing, held by the Defendant in his name under Deed of Grand G867/87.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial insitution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks on this 1st day of September 1995.

Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320, P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.] (Ref. PAJ/mac/K207:K100-0145.)

Case 1883/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Kanniappen Govender,** First Defendant, and **Thamandrie Govender,** Second Defendant

In pursuance of a judgment granted on 26 July 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 13 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 605, Stonebridge, situated in the City of Durban, Administrative District of Natal, in extent 352 (three hundred and fifty-two) square metres.

Address: 124 Towerbridge Gardens, Stonebridge, Phoenix.

Improvements: Brick under tile roof dwelling comprising of two bedrooms, kitchen, lounge and dining-room, toilet and bathroom together, water and light facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

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

(2) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/KK/05N011653.)

Case 42776/95

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 **Umesh Mansingh,** First Defendant, and **Jayshree Ratanjee Mansingh,** Second Defendant

In pursuance of a judgment granted on 12 July 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 10 October 1995 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Lot 4070, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 1 452 (one thousand four hundred and fifty-two) square metres.

Address: 706 Clare Road, Clare Estate, Durban.

Improvements: Brick/tile house comprising three bedrooms—carpeted (two with built-in-cupboards), lounge—carpeted, dining-room—carpeted, kitchen—floors tiled, walls tiled with inits. bath/toilet with tub-washbasin, covered carport, granny cottage comprising of three bedrooms, kitchen, toilet, bath with tub/washbasin.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/KK/05N225107.)

Case 60110/94

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

In the matter between **J. A. Jansen van Rensburg,** Execution Creditor, and **Doris Nomandla Mkonde,** Execution Debtor

In pursuance of a judgment in this action, the following property will be sold in execution on Thursday, 12 October 1995 at 10:00, in front of the Magistrate's Court, north facing entrance, Somtsue Road, Durban, to the highest bidder:

Lot 2579, Kingsburgh Extension 15, situated in the Borough of Kingsburgh and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 179 (one thousand one hundred and seventy-nine) square metres, situated at 41 San Raphael Avenue, Illovo Glen.

Improvements: Brick and tile dwelling consisting of two bedrooms, lounge and dining-room combined, kitchen, toilet and bathroom combined, outside building, double garage, swimming-pool and outside toilet.

Nothing in this regard is guaranteed.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per centum) 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 conditions may be inspected at the offices of the Sheriff of the Court, Durban South, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. GP/V77.)

Case 39877/95

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 **Simon Leopold Peters,** Defendant

In pursuance of a judgment granted on 10 July 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 13 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 413, Eastbury, situated in the City of Durban, Administrative District of Natal, in extent 323 (three hundred and twenty-three) square metres.

Address: 496 Longbury Drive, Eastbury, Phoenix.

Improvements: Face brick under tile, double-storey dwelling consisting of: *Upstairs:* Four bedrooms with ensuite, TV lounge, toilet and bathroom. *Downstairs:* Single garage, lounge, kitchen, dining-room, water and lights.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

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

(2) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/KK/05N225104.)

Case 7411/95

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 **rajendhraprakash Ramlugan,** First Defendant, and **Bharthi Ramlugan,** Second Defendant

In pursuance of a judgment granted on 6 March 1995, in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 10 October 1995 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 15 of Lot 350, Springfield, situated in the City of Durban, Administrative District of Natal, in extent 468 square metres.

Address: 63 Dahlia Road, Asherville, Durban.

Improvements: Brick/tile double storey semi-detached council house, comprising of:

Upstairs: Three bedrooms (one carpeted), lounge - carpeted, kitchen - floors tiled, toilet (toilet pan, wash basin, shower cubicle), floor tiled and back/front balcony.

Downstairs: Three bedrooms, lounge, dining-room - swiss parquet floors, toilet (toilet pan, wash basin, shower cubicle), floor tiled and kitchen. Yard fenced, precast walls/steel gate.

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, Durban.

Jackson and Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/KK/05N011638.)

Case 27253/94

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

In the matter between **Mount Royal Body Corporate,** Plaintiff, and **Leonard Ndlovu,** First Defendant, and **Nontobeko Polite Ndlovu,** Second Defendant

In pursuance of a judgment granted on 17 June 1994, in the above Honourable Court and a warrant 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, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 39, as shown and more fully described on Sectional Plan SS92/1988, in the scheme known as Mount Royal in respect of the land and building or buildings, situated in the City of Durban Administrative District of Natal, Province of KwaZulu/Natal of which section the floor area according to the said sectional plan is 75 (seventy-five) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by virtue of ST11012/1993.

Postal address: Flat 39, Mount Royal, Dunkirk Place, Umbilo, Durban.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots): A flat consisting of an entrance space, two bedrooms, lounge, fully enclosed balcony, kitchen, separate bathroom and toilet.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff within twenty-one (21) days after the 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 costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff, Durban Central and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 29th day of August 1995.

J. H. Hawkey, Plaintiff's Attorneys, 800 Victoria Maine, 71 Victoria Embankment, P.O. Box 4925, Durban. (Tel. 301-8733.) (Fax. 301-8736.) (DX 100, Durban.) (Ref. JHH/ml/04/R.001/520.)

Case 6394/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Judgment Creditor, and **Jabulani Henry Zuma,** Judgment Debtor

In pursuance of judgment granted on 28 July 1995, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 13 October 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Site 1097, Township of Ohlanga, District of Verulam, in extent three hundred and twelve (312) square metres.

Postal address: Site 1097, Ohlanga.

Improvements: Block under asbestos dwelling, comprising lounge, kitchen, toilet, outside and no bathroom, lights facilities, no water facilities, held by the Defendant in his name under Deed of Grant TF374/92.

Nothing above is guaranteed. Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 30th day of August 1995.

Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.] (Ref. PAJ/mac/K228:K100-0166.)

Case 2003/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Sipho Sammuel Hlatshwayo,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Tuesday, 1 August 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 Vryheid in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, 11 October 1995 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's Office, at 153 Landdrost Street, Juris Forum Building, Vryheid, namely:

Subdivision 6 of Lot 24, Vryheid, situated in the Borough of Vryheid, Administrative District of Vryheid, in extent one thousand six hundred and sixty-five (1 665) square metres, which property is physically situated at 107 Commission Street, Vryheid, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T34870/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron, consisting of a hall, lounge, dining-room, kitchen, three bedrooms and bathroom. There is an outbuilding consisting of a single garage, staff quarters, storeroom and washing area.

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) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 11th day of September 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Buiding, 194 Longmarket Street, Pietermaritzburg.

Case 3590/95

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Nkosinathi Sokhela,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 22 August 1995, the undermentioned property will be sold in execution on 11 October 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Unit D6902, 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 8th day of September 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 3720/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Calibra Motors CC,** First Defendant, and **Russell Trevor James,** Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Inanda, Area 1, on 13 October 1995 at 10:00, at the front entrance of the Magistrate's Court, corner of Moss and Groom Streets, Verulam, to the highest bidder without reserve:

Lot 1, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 417 square metres, held by the Second Defendant under Deed of Transfer T5473/94 and having street address at 111 Cherrywood Avenue, Phoenix, Durban, KwaZulu/Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned Special Residential 180;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 Face brick under tile dwelling comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two toilets;

2.2.2 attached single garage, paved yard and face brick precast fencing with gates.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges, being 5% (five per centum) on the first R20 000 of the price and 3% (three per centum) on the balance, with a maximum of R6 000 (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenues, Mountview and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 16th day of August 1995.

J. M. Koch, for John Koch & Company, Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1679/D11.)

Case 1518/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Joel Shongwe,** First Defendant, and **Meazwe Elliot Shongwe,** Second Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 11 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 Owernership Unit F423, in extent 383,2 square metres, situated in the Township of Umlazi, represented and described on General Plan BA19/1966, held by virtue of Deed of Grant 63/149.

Improvements: A single storey brick/plaster and asbestos dwelling, 54 square metres, comprising kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity water supply and sanitation, local authority.

Improvements: Outbuilding with three rooms, 60 square metres.

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 Strauss Daly Inc.

Dated at Durban this 6th day of September 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17511/26.)

Case 11358/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Ernest Mkombe,** Defendant

In pursuance of judgment granted on 25 November 1993, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 13 October 1995 at 10:00, the Front Entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Owernership Unit H183, in extent 260 square metres, situated in the Township of kwaMashu, represented and described on General Plan PB247/1978, held by virtue of Deed of Grant G562/86.

Improvements: A single storey block/plaster and asbestos dwelling, 49 square metres, comprising kitchen, lounge, two bedrooms and toilet with outside shower. Municipal electricity water supply and sanitation, local authority.

Improvements: Wiremesh fencing.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban this 6th day of September 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z19498/26.)

Case 2932/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Maku Zeblon Nyawose,** Defendant

In pursuance of judgment granted on 27 April 1993 in the Verulam Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 13 October 1995 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit M99, in extent 267 square metres, situated in the Township of KwaMashu, represented and described on General Plan PB687/1986, held by virtue of Deed of Grant G001821/89.

Improvements: A single storey brick and asbestos dwelling (48 m^2) comprising of kitchen, lounge, two bedrooms, bathroom, w.c. and outside shower. Municipal electricity, water supply and sanitation: Local authority. Improvements: Outbuilding [4 (four) m^2].

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban this 5th day of September 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13145/26.)

Case 311/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **K. Singh,** Plaintiff, and **B. B. Mthembu,** Defendant

In the pursuance of judgment in the above action, the following immovable property will be sold voetstoots to the highest bidder in execution at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, on 20 October 1995 at 10:00:

Lot 719, Stanger, situated in the KwaDukuza/Stanger Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 012 square metres.

Improvements: B/T dwelling comprising kitchen, two bedrooms (one en suite), lounge, toilet and bathroom.

Nothing in this respect is guaranteed.

Situation: 5 Court Road, Townview, Stanger.

Material conditions:

1. 10% (ten per cent) of the purchase price plus the Sheriff's commission shall be paid in cash immediately after the sale and the balance shall be secured within fourteen (14) days thereafter.

2. The full conditions of sale is available for inspection at the offices of the Plaintiff's attorneys and Sheriff of Court, Stanger.

Jay Pundit & Company, Plaintiff's Attorneys, Suite 1, Jay Krishna Centre, 134/6 Rood Street, Stanger.

Case 4919/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **N B S Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Sonmathy Sewpersadh N.O.** (in her capacity as executrix in the estate of the Late **Anand Ramlagan,** the deceased, duly appointed as such by virtue of Letters of Executorship No. 2057/95), Judgment Debtor

In pursuance of a judgment in the Magistrate's Court at Verulam, dated 22 June 1995 and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 13 October 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Lot 514, Eastbury, situated in the City of Durban, Administrative District of Natal, in extent two hundred and fifty-seven (257) square metres.

Postal address: 28 Fieldbury Place, Eastbury, Phoenix.

The following improvements are reported to be on the property, but nothing is guaranteed: Block under tile dwelling comprising of:

Downstairs: Lounge, kitchen, toilet, water and light facilities.

Upstairs: Three bedrooms and bathroom.

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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 13th day of September 1995.

N. G. Keirby-Smith, for John Hudson & Company, Execution Creditor's Attorney, 1803 Eagle Building, 359 West Street, Durban.

Case 27/95

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. A. Thwala,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 27 June 1995 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 October 1995 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit B2468, eZakheni, in extent 382 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G02917/88.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c. and no outbuildings, in extent 382.

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 10 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 R100,00 in valuea bove 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 7th day of September 1995.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF639.)

Case 8552/92

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Pradeep Kumar Bissoon,** First Execution Debtor, and **Govindasami Mandri,** Second Execution Debtor

In pursuance of a judgment granted on 1 June 1992 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 19 October 1995 at 10:00, in front of the Magistrate's Court, Somtseu Road, North Facing Entrance, Durban:

Description: Lot 686, Merewent, situated in the City of Durban, Administrative District of KwaZulu/Natal, in extent three hundred and forty-one (341) square metres, held under Deed of Transfer T23793/90.

Street address: 98 Umarkot Crescent, Merebank.

Improvements: A single storey semi-detached dwelling under asbestos roof consisting of three bedrooms, bathroom, kitchen (fitted), lounge, dining-room, servants' quarters and municipal water supply.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 22% (twenty-two per cent) per annum, to the bondholder, Nedcor Bank Limited (formerly Nedperm 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, 101 Lejaton, 40 St George's Street, Durban (Tel. 301-0091).

Dated at Durban this 29th day of August 1995.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 26/95

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 **H. J. G. Sithole,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 27 June 1995 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 October 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit A965, Ezakheni, in extent 300 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant GO1147/378.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Brick under tile dwelling, comprising three bedrooms, living-room, dining-room, kitchen, bathroom and w.c., garage and carport and a verandah.

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 10 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 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or by 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 7th day of September 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF640.)

Case 32/95

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. T. Khanyezi,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 27 June 1995 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 October 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit B2440, Ezakheni, in extent 527 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant GO5150/88.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c., no outbuildings.

Extent: 527.

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 10 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 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or by 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 7th day of September 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF646.)

Case 28/95

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 **S. C. Mazibuka,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 June 1995 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 October 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E1139, Ezakheni, in extent 450 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant GO1110/89.

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 outbuilding, w.c. and shower.

Extent: 450.

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 10 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 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or by 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 7th day of September 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF644.)

Case 3553/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Solomon Ernest Mazibuko,** First Judgment Debtor, and **Thokozile Elizabeth Mazibuko,** Second Judgment Debtor

In pursuance of a judgement in the above Court and writ of execution dated 2 December 1995, the immovable property listed hereunder will be sold in execution on Wednesday, 11 October 1995 at 10:00, by the Sheriff for the Supreme Court, Estcourt, at the front of the Magistrate's Court, Wembezi, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Ownership Unit B470 Wembezi, District of Estcourt, in extent 300 (three hundred) square metres, situated at Lot 470, Wembezi, held by judgment debtors under Deed of Grant G9595/87.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special residential.

Improvements: A single storey dwelling constructed of brick under tile roof, comprising of lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

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

Dated at Pietermaritzburg this 7th day of September 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 3032/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **United Bank Limited** (Reg. No. 86/04794/06), Execution Creditor, and **Errol Albert Hutchinson,** Execution Debtor

In pursuance of judgment granted on 25 January 1991, in the Stanger Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 20 October 1995 at 10:00, in front of the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder:

Description: A certain piece of land being Lot 71, Sheffield Township, situated in the Umhlali Beach Town Board Area, and in the North Coast Regional Water Services Area, County of Victoria, Province of Natal, in extent one thousand six hundred and seventy-nine (1 679) square metres, now known as Lot 71, Sheffield Beach, situated in the Umhlali Beach Town Board Area, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand six hundred and seventy-nine (1 679) square metres.

Postal address: 6 Tipperary Avenue, Sheffield Beach.

Improvements: Brick under slate dwelling consisting of entrance hall, TV-room, four bedrooms, two bathrooms/toilet, lounge, dining-room, bar area, study, shower/toilet, balcony, kitchen, granny flat consisting of bedroom, lounge, kitchen, outbuilding consisting of garage, two servants' quarters, shower/toilet, brick walling, swimming-pool and brick paving.

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, Stanger, or at our offices.

Dated at Durban this 7th day of September 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/001068/U097/Mrs Chetty.)

Case 3664/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** trading as Trust Bank and Volkskas Bank, Plaintiff, and **Adrenalin International Limited,** First Defendant, and **Darryl Robert Moodie,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 4 May 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, Port Shepstone, on Friday, 13 October 1995 at 11:00, in front of the Magistrate's Court, Court-house Road, Port Shepstone, to the highest bidder, without reserve:

1. *Property description:* Lot 272, Palm Beach, situated in the Development Area of Palm Beach, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one thousand nine hundred and thirteen (1 913) square metres.

2. *Improvements:* Not applicable—vacant land.

3. *Outbuildings:* Not applicable—vacant land.

4. *Physical address:* Lot 272, Palm Beach, situated in the Development Area of Palm Beach, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one thousand nine hundred and thirteen (1 913) square metres.

5. *Town-planning zoning:* Vacant land.

6. *Material terms and conditions:*

(a) The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.

(b) 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.

(c) Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.

(d) 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.

(e) 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 boundaries, pegs or beacons in respect of the property.

(f) The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Port Shepstone, 20 Rivierview Road, Port Shepstone (Lot 514, Sunwich Port).

Dated at Durban on this 31st day of August 1995.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. MR/jvdb/A93/71.)

Case 3664/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** trading as Trust Bank and Volkskas Bank, Plaintiff, and **Adrenalin International Limited,** First Defendant, and **Darryl Robert Moodie,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 4 May 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, Port Shepstone, on Friday, 13 October 1995 at 11:00, in front of the Magistrate's Court, Court-house Road, Port Shepstone, to the highest bidder, without reserve:

1. *Property description:* Lot 223, Palm Beach, situated in the Development Area of Palm Beach, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent two thousand eight hundred and eighty-five (2 885) square metres.

2. *Improvements:* Not applicable—vacant land.

3. *Outbuildings:* Not applicable—vacant land.

4. *Physical address:* Lot 223, Palm Beach, situated in the Development Area of Palm Beach, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent two thousand eight hundred and eighty-five (2 885) square metres.

5. *Town-planning zoning:* Vacant land.

6. *Material terms and conditions:*

(a) The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.

(b) 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.

(c) Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.

(d) 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.

(e) 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 boundaries, pegs or beacons in respect of the property.

(f) The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Port Shepstone, 20 Rivierview Road, Port Shepstone (Lot 514, Sunwich Port).

Dated at Durban on this 31st day of August 1995.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. MR/jvdb/A93/71.)

Case 31418/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Shunmugan Govender,** First Defendant, and **Pushpa Govender,** Second Defendant

In pursuance of a judgment granted on 22 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 13 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 294, Palmview, situated in the City of Durban, Administrative District of Natal, in extent 240 square metres.

Address: 16 Ladlepalm Crescent, Palmview, Phoenix.

Improvements: Block under asbestos dwelling consisting of two bedrooms, lounge, kitchen, toilet and bathroom together and 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 guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/KK/05N011661.)

Case 81270/94

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 **Pyar Bhie Harichan,** First Defendant, and **Meela Harichan,** Second Defendant

In pursuance of a judgment granted on 2 February 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 13 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1388, Forest Haven, situated in the City of Durban, Administrative District of Natal, in extent 365 square metres.

Address: 148 Caneside Drive, Foresthaven, Phoenix.

Improvements: Block under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet, bathroom, water and electricity.

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 (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/KK/05N011627.)

Case 2328/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Jeffry D' Olier Ruttledge,** Plaintiff, and **A. S. Sewbalak,** First Defendant, and **B. Sewbalak,** Second Defendant

In the pursuance of judgment in the above action the following immovable property will be sold voetstoots to the highest bidder in execution on 19 October 1995 at 11:00, at the Magistrate's Courts Building, Bell Street, Greytown:

A one half (½) share in and to Lot 579, Greytown, situated in the Greytown Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 232 square metres.

Improvements: Three bedrooms, lounge, dining-room, kitchen, bathroom and toilet. Nothing in this respect is guaranteed.

Situation: 43 Carthart Street, Greytown.

Material conditions:

1. 10% (ten per cent) of the purchase price plus the Sheriff's commission shall be paid in cash immediately after the sale and the balance shall be secured within fourteen (14) days thereafter.

2. The full conditions of sale is available for inspection at the offices of the Plaintiff's attorneys and Sheriff of Court, Greytown.

Jay Pundit & Co., Plaintiff's Attorneys, Suite 1, Jay Krishna Centre, 134/6 Rood Street, Stanger.

Case 84514/93

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

In the matter between **NBS Mortgage Nominees (Proprietary) Limited,** Execution Creditor, and **Albridge Properties (Proprietary) Limited,** Execution Debtor

In pursuance of a judgment granted on 24 January 1995, in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 10 October 1995 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road entrance, Durban:

Description: Remainder of subdivision Albridge Block AF of the Townlands Durban 1737.

New description: Lot 3452, Durban, situated in the City of Durban, Administrative District of Natal, in extent one thousand three hundred and six (1 306) square metres held under Deed of Transfer T2242/52.

Street address: 66/76 Alice Street, Durban.

Improvements: One brick under iron building comprising filling station consisting of seven pumps, spares shop, workshop, empty shop, ice-cream shop, kiosk, shower, seven toilets and rest room.

Zoning: General business (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest to the bondholder, NBS Mortgage Nominees (Proprietary) Limited, at the rate of eighteen comma five per centum (18,50%) per annum on the amounts 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 attorneys.

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. 368-2100).

Dated at Durban this 29th 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. G. A. Pentecost.)

Case 587/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Shelving & Chrome Display (Pty) Limited,** Plaintiff, and **Dawood Abrahim Jasat,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following property belonging to the Defendant, will be sold in execution on 11 October 1995 at 11:00, in front of the Magistrate's Court, Church Street, Vryheid, KwaZulu/Natal, to the highest bidder. A reserve price is stipulated in the conditions of sale:

Property description: Subdivision 1 (of 2) of Lot 244, Vryheid, situated in the Vryheid Transitional Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand four hundred and twenty-nine (1 429) square metres and held under Title T30788/1994.

Physical address: 233 Suid Street, Vryheid, 3100.

Improvements: The property has been improved by the construction of a dwelling of face brick, under corrugated iron roof, comprising three bedrooms (with built-in cupboards), lounge, bathroom, separate toilet, kitchen (with built-in cupboards), wall to wall carpeting, single garage, plus a granny flat with bedroom and toilet. The property is fenced.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the office of the Acting Sheriff, 153 Landdros Street, Vryheid, and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 1st day of September 1995.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, 3201; P.O. Box 51, Pietermaritzburg, 3200. [Tel. (0331)45-3322.] (Ref. LRM/mp/b.31.)

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 548/95

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **Eerste Nasionale Bank Bpk.**, Eiser, en **R. D. Lesibe,** Verweerder

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof, gedateer 8 Augustus 1995, en lasbrief vir eksekusie daartoe, sal die hierondervermelde eiendom in eksekusie, onderhewig aan die bepaling van Artikel 66 (2) van die Landdroshofwet 1944, soos gewysig, sonder 'n reserwe verkoop word aan die hoogste bieder op Vrydag, 6 Oktober 1995 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, Provinsie Vrystaat, te wete:

Erf 1151, Masilo, Theunissen.

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die verkoping en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bouverenigingwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieër sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op plaaslike bestuur (OVS) of enige wysiging of vervanging daarvan, te verkry.

Verkoopvoorwaardes ter insae by: F. B. Coetzer, Prokureurs vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen; en Die Balju vir die Landdroshof Theunissen, p.a. H & L Boumateriale, Andries Pretoriusstraat 45, Theunissen.

Geteken te Theunissen op hierdie 1ste dag van September 1995.

F. Coetzer, Prokureur vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen.

Saak 338/93

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **Theunissen Munisipaliteit,** Eiser, en **P. C. van der Westhuizen,** Verweerder

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof, gedateer 26 Julie 1993, en lasbrief vir eksekusie daartoe, sal die hierondervermelde eiendom in eksekusie, onderhewig aan die bepaling van Artikel 66 (2) van die Landdroshofwet 1944, soos gewysig, sonder 'n reserwe verkoop word aan die hoogste bieder op Vrydag, 6 Oktober 1995 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, Provinsie Vrystaat, te wete:

Erf 263, geleë in die dorp en distrik Theunissen, Provinsie Vrystaat (onverbeter).

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die verkoping en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bouverenigingwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieër sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op plaaslike bestuur (OVS) of enige wysiging of vervanging daarvan, te verkry.

Verkoopvoorwaardes ter insae by: F. B. Coetzer, Prokureurs vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen; en Die Balju vir die Landdroshof Theunissen, p.a. H & L Boumateriale, Andries Pretoriusstraat 45, Theunissen.

Geteken te Theunissen op hierdie 31ste dag van Augustus 1995.

F. Coetzer, Prokureur vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen.

Saak 1999/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Escom Finance Company (Edms.) Bpk.**, Eiser, en **Pieter Jacobus Venter,** Verweerder, en **Amanda Gertruida Venter,** Verweerderes

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Sasolburg, op 13 Oktober 1995 om 10:00, naamlik:

Sekere Erf 1452, geleë in die dorpsgebied Deneysville, distrik Heilbron, groot 1 819 vierkante meter en bekend as Parkstraat 89, Deneysville.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, enkel garage, bediende kamer met toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat binne veertien dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te gedurende kantoorure.

Balju van die Hooggeregshof vir die distrik Sasolburg.

J. P. Smit, p.a. Naudes, Eiser se Prokureur, Trustfonteingebou, Posbus 153, Bloemfontein, 9300. (Verw. mnr. J. P. Smit.)

Case 204/94

IN THE SUPREME COURT OF SOUTH AFRICA

(FREE STATE PROVINCIAL DIVISION)

In the matter between **The Standard Bank of South Africa,** Plaintiff, and **Henning Johannes Jacobs** (Identity Number 5505175022089), First Defendant, and **Debra Christine Jacobs** (Identity Number 6606140165083), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, Free State Province, 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 conditions may be inspected at the office of the Sheriff, Bloemfontein West, President Building, St Andrew Street, Bloemfontein, Free State Province, prior to the sale:

Erf 9115, geleë in die stad en distrik Bloemfontein, groot 1 071 (eenduisend en een-en-sewentig) vierkante meter, gehou kragtens Transportakte T3611/1993, onderhewig aan die voorwaardes daarin vervat.

Consisting of three bedrooms, two bathrooms, study, kitchen, lounge, dining-room, garage, servant's room, wall to wall carpeting and corrugated iron roof an being 27 Gunn Street, Universitas, Bloemfontein.

Terms: Ten per cent (10%) of the purchase price and Auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cen) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. NS9884.)

Saak 1978/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank** (United Divisie), Eksekusieskuldeiser, en **L. D. Leche,** Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 1 Augustus 1995 in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 13 Oktober 1995 om 11:00, te Mallardstraat 22, Virginia:

Erf 1872, Mallardstraat 22, Virginia, distrik Ventersburg, groot 872 (agthonderd twee-en-sewentig) vierkante meter, bestaande uit:

Sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, badkamer en toilet. *Buitegeboue:* Enkelmotorhuis, bediendekamer en toilet.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.

2. *Koopprys:* Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.

3. Verkoopvoorwaardes lê ter insae by kantore van die Balju, Virginia.

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

N. Badenhorst, vir Roma Badenhorst & Seun, Atriumgebou, Unionstraat 15, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/MP.)

Saak 11816/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Mnr. G. Spies,** handeldrywende as Las Palma Pools, Eksekusieskuldeiser, en **Mnr. G. van der Berg,** Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis van die Landdros, Bloemfontein, gedateer 19 Junie 1995, sal die ondervermelde onroerende eiendom op Vrydag, 6 Oktober 1995 om 10:00, te Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur die Balju vir die Landdroshof, Bloemfontein-Oos, verkoop word, naamlik:

Sekere Erf 4900, geleë in die Bloemfonteinse Oorgangraad, groot 1 031 vierkante meter, gehou kragtens Transportakte T7308/1994, beter bekend as Krausestraat 42, Oranjesig, Bloemfontein.

Woonhuis met drie slaapkamers, twee badkamers, buitegeboue en swembad.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bloemfontein-Oos, Landdroshof Bloemfontein, Oos Barnesstraat 5, Bloemfontein, asook te die kantore van Esterhuyse & Lynch, Eerste Verdieping, Penbelgebou, Elizabethstraat 29, Bloemfontein, te kantoorure.

Geteken te Bloemfontein op hede hierdie 5de dag van September 1995.

M. J. van Rensburg, vir Esterhuyse & Lynch, Prokureur vir Vonnisskuldeiser, Elizabethstraat 29, Bloemfontein.

Saak 9331/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein,** Eiser, en **Van Niekerk, P. J. S.** en **U.,** Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros, Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 8 Februarie 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 12334, geleë in die stad en distrik Bloemfontein, groot 655 vierkante meter gehou kragtens Akte van Transport No. 15170/1992, geregistreer op 31 Augustus 1992, perseeladres Klercklaan 32, Brandwag, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit twee sitkamers, drie slaapkamers, kombuis en badkamer. *Buitegeboue:* Werkskamer, pakkamer, motorhuis en stoep.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Wes, Kamer 210, Presidentgebou, St Andrewstraat 119, Bloemfontein, te kantoorure.

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

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 1811/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **M. P. Nhlapo,** Eerste Verweerder, en **D. A. Nhlapo,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof gedateer 21 Julie 1995 en 'n lasbrief tot eksekusie gedateer 21 Julie 1995, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Landdroskantoor, Bethlehem, gehou word op 13 Oktober 1995 om 11:00, naamlik:

Erf 801, geleë in die dorp en distrik Bethlehem, grootte 264 m².

Verbeterings: Twee slaapkamers, kombuis, sitkamer, badkamer, eetkamer en verdieping.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes lê ter insae by die kantore van Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, asook by die Balju vir die Landdroshof, Bethlehem.

Geteken te Bethlehem op hede die 28ste dag van Augustus 1995.

Hattingh Marais, Prokureur vir Eiser, Theronstraat 3, Bethlehem, 9700.

Case 12611/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **David Stephanus van der Berg,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Bain Street, Sasolburg, on Friday, 27 October 1995 at 10:00:

Property: Erf 911, situated in the Town Vaalpark, District of Parys, known as 36 Keiskamma Street, Vaalpark.

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

Full conditions of sale can be inspected at the Sheriff Sasolburg, Trust Bank Chambers, Fichardt Street, Sasolburg, and will be read out prior to the sale.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2533.)

Case 11706/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hendrik Renier Calitz,** First Defendant, and **Francina Carolina Johanna Calitz,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Bain Street, Sasolburg, on Friday, 27 October 1995 at 10:00:

Property: Erf 12940, situated in the Town Sasolburg Extension 19, District of Parys, known as 13 Oudehout Street, Sasolburg Extension 19.

Improvements: Four bedrooms, kitchen, lounge, bathroom, dining-room, study, family room, two garages and swimming-pool.

Full conditions of sale can be inspected at the Sheriff Sasolburg, Trust Bank Chambers, Fichardt Street, Sasolburg, and will be read out prior to the sale.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2517.)

Saak 15430/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Cement World CC** (No. CK93/17268/23), Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 11 Augustus 1995, sal die volgende eiendom van die Verweerder 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 5 soos getoon en volledigder beskryf op Deelplan SS154/94 in die skema bekend as Jaconette, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte, volgens genoemde deelplan 89 (nege-en-tagtig) vierkante meter groot is; en

(b) 'n onverdeelde deel 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 Sertifikaat van Geregistreerde Deeltitel ST19952/1994.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, toilet, stort 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 datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan die Eiser bereken teen 22,25% (twee twee 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 die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Wes en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kock, Tweede, Derde en Vierde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 12de dag van September 1995.

P. A. C. Jacobs, vir Symington & De Kock, Prokureur vir Eiser, NBS-gebou, Derde Verdieping, Elizabethstraat, Bloemfontein.

Saak 2418/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **Sentraalwes (Koöp) Bpk.,** Eiser, en **M. Simon Khoele,** Eerste Verweerder, en **M. Letia Khoele,** Tweede 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 voor die hoofingang van die Landdroshof te Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 8102, geleë in die dorp Maokeng, distrik Kroonstad, groot (driehonderd drie-en-sewentig) (373) vierkante meter, gehou kragtens Sertifikaat van Eiendomsregnommer TE15960/92.

Die volgende inligting word gegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n woonhuis van steenmure met 'n teëldak op met draadomheining.

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 hierdie 24ste dag van Augustus 1995.

T. L. Naude, vir Naude Thompson, Du Bruyn & Burke, Reitzstraat 23, Kroonstad, 9499, Posbus 932. [Tel. (0562) 2-3289.] (Verw. mnr. T. L. Naude/ck/Z03957.)

Saak 15756/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Daniel Theodorus Labuschagne** Identiteitsnommer 5511075208083, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik van Bloemfontein en kragtens 'n lasbrief gedateer 16 Augustus 1995, sal die volgende eiendom van die Verweerder 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 3, soos getoon en vollediger beskryf op Deelplan SS27/1983 in die skema bekend as Empanihof, ten opsigte van die grond en gebou geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 43 (drie-en-veertig) 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 ST11412/1993.

Die eiendom bestaan onder andere uit die volgende: Sit-slaapkamer, kombuis, badkamer, toilet, en motor-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 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 18,25% (agtien 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 die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Oos en/of per adres die Eksekusieskuldeiser se prokureurs, Mnre Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 7de dag van September 1995.

P. A. C. Jacobs, Prokureur vir Eiser, Symington & De Kok, NBS-gebou, Derde Verdieping, Elizabethstraat, Bloemfontein.

Saak 66/94

IN DIE LANDDROSHOF VIR DIE DISTRIK FOURIESBURG GEHOU TE FOURIESBURG

In die saak tussen **ABSA Bank** handeldrywende as Allied Bank, Vonnisskuldeiser, en **Civic Homes BK,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 7 Oktober 1994, in die Fouriesburg Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 27 Oktober 1995 om 11:00, te Landdroskantoor, Reitzstraat, Fouriesburg, aan die persoon wat die hoogste aanbod maak, naamlik:

Erwe 492, 493, 495 en 780, bestaande uit deel 1, 2, 3, 4, 5, 6, 7 & 8 soos aangetoon en meer volledig beskryf op Deelplan SS26/1991 ("Deelplan") geleë te Erwe 492, 493, 494, 495 en 780, Fouriesburg, groot, sien aanhangsel A aangeheg gehou kragtens Transportakte SB796/91.

AANHANGSEL A

Deel 1 = 121 (eenhonderd een-en-twintig) vierkante meter.

Deel 2 = 106 (eenhonderd en-ses) vierkante meter.

Deel 3 = 106 (eenhonderd en-ses) vierkante meter.

Deel 4 = 121 (eenhonderd een-en-twintig) vierkante meter.

Deel 5 = 121 (eenhonderd een-en-twintig) vierkante meter.

Deel 6 = 106 (eenhonderd en-ses) vierkante meter.

Deel 7 = 106 (eenhonderd en-ses) vierkante meter.

Deel 8 = 121 (eenhonderd een-en-twintig) vierkante meter.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonstelle.

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 Kerkstraat 2, Fouriesburg.

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

Pieter Hendrik De Clerk, vir Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem. (Verw. mdek/ZC1670.)

Case 2514/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plantiff, and **Mark Robert Warner,** First Defendant, and **Linda Coetzer,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Bain Street, Sasolburg, on Friday, 27 October 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff Sasolburg, Trust Bank Chambers, Fichardt Street, Sasolburg, and will be read out prior to the sale.

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

Property: Erf 1948, situated in the Town Vaalpark Extension 1, District of Parys, known as 23 Doringberg Street, Vaalpark Extension 1.

Improvements: Three bedrooms, kitchen, lounge, one and a half bathroom, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B du Plooy/LVDM/GT2185.)

Saak 3557/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk,** Eiser, en **I. P. Silo,** Eerste Verweerder, en **P. A. E. Silo,** Tweede Verweerder

Geliewe kennis te neem dat bogemelde eksekusieskuldeiser van voorneme is om die eiendom van die Eksekusieskuldenaars per openbare veiling te verkoop deur die Balju van die Landdroshof, Bloemfontein, op Vrydag, 6 Oktober 1995 om 10:00, te Peetlaan-ingang tot die Landdroshof, naamlik sekere Erf 23455 (Uitbreiding 150), geleë in die stad en distrik Bloemfontein, provinsie Vrystaat, groot 549 (vyfhonderd nege-en-veertig) vierkante meter, gehou kragtens Transportakte T14849/1993 (Companjesingel 23, Ehrlichpark, Bloemfontein).

Die volgende inligting ten opsigte van verbeteringe word verskaf, maar is nie gewaarborg nie:

Die verbeteringe bestaan uit sitkamer, drie slaapkamers, twee badkamers, werkkamer en kombuis.

Die verkoopvoorwaardes lê ter insae by die Balju, Barnesstraat 5, Bloemfontein.

Geliewe verder kennis te neem dat u hierby opgeroep word om binne 10 (tien) dae 'n redelike reserweprys vas te stel of skriftelik toe te stem tot die verkoping sonder reserweprys.

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

J. B. Hugo, vir McKechnie, Hugo & Strampe, Prokureurs vir Eiser, Vierde Verdieping, Presidentgebou, St Andrewstraat 123, Posbus 2929, Bloemfonten. [Tel. (051) 302000.]

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

CASH CALL AFSLAERS (EDMS.) BPK.

(Reg. No. 63/00271/07)

INSOLVENSIE- EN LIKWIDASIEVEILING VAN VOERTUIE, MEUBELS, BOUMATERIAAL, BENODIGHEDE EN BAIE MEER (SONDER RESERWE) OP VRYDAG, 29 SEPTEMBER 1995 OM 10:00, BY ONS PERSEEL TE AUCTION CITY, KERKSTRAAT 463, ARCADIA, PRETORIA

Behoorlik daartoe gelas deur die ondergenoemde Opdraggewers, verkoop ons per openbare veiling onder meer die volgende items:

Voertuie: 1985 Audi 500E, 1989 Mazda B2000-bakkie, 1987 Volkswagen Passat CLi.

Meubels en ander: Yskaste, sitkamerstel, TV-stelle, slaapkamerstelle, swaardiens Columbus 400 poleerder, beddens, persiese tapyt, tuinstoele met kussings, 69 kinderstoeltjies (kleuterskool), Warrior elektriese rantsnyer, rekenaar, staal liasseerkabinette, elektriese motors, pikke, grawe en meer.

Boumateriaal en toebehore: Houtdeurrame, hangkas- en voudeure, rolle mikrobesproeiingspyp, toiletdeksels, PVC, geelkoper en gegalvaniseerde loodgieterstoebehore, Polycop, wasbakke, badkamerkassies, dakhout, motorhuisdeure en meer.

Terme: Streng kontant of bankgewaarborgde tjeks alleen. BTW uitgesluit. 14% BTW sal gehef word.

Die Likwidateur in die egskeidingsgeding **M. S.** en **G. S. Nel,** Saak 11123/95; die Kurators in die insolvente boedels: **P. I. Trust,** T1701/95, en **E. Rex,** T838/95, en bestorwe insolvente boedel **L. Leonard,** 8557/95.

Besigtiging: By ons perseel gedurende kantoorure. Reg van onrekking word voorbehou.

Cash Call Afslaers (Edms.) Bpk., Tel. (012) 341-1314.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **I. H. Fourie,** T2350/95, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 27 September 1995 om 11:00, te Polwin Court 204, Bosmanstraat, Pretoria.

Beskrywing: Eenheid 8, Skema 95 SS Polwin, Bosmanstraat, Pretoria.

Groot: 74 m².

Verbeterings: Een en 'n halwe slaapkamerwoonstel.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers, Tel. (012) 335-2974.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **B. J. G. Viljoen,** T2361/95, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 26 September 1995 om 11:00, te Eben Rouxstraat 199, Rietondale, Pretoria.

Beskrywing: Gedeelte 2 van Erf 2155, Villieria, Pretoria.

Groot: 1 009 m².

Verbeterings: Tweeslaapkamerwoning.

Betaling: 10% (tien persent) deposito, plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers, Tel. (012) 335-2974.

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION: ONE BEDROOM FLAT, PRETORIA WEST

Duly instructed by the Trustee in the insolvent estate **L. J. Swanepoel,** Master's Reference T3210/94, we will sell Wednesday, 27 September 1995 at 11:00, on site 5 Luttighof, Maltzan Street, Pretoria West, one bedroom flat north facing, on bus route.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Alan, Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION: ONE BEDROOM FLAT, PRETORIA WEST

Duly instructed by the Trustee in the insolvent estate **M. R. Fourie,** Master's Reference T2252/95, we will sell Wednesday, 27 September 1995 at 12:00, on site 314 Ebenpark Flats, 233 Church Street, Pretoria West, one bedroom flat with an open plan kitchen, lounge cum dining-room and bathroom.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Alan, Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

LIQUIDATION AUCTION: MAIZE MILLING FACTORY

Cleaner, wetting plant, mills, variety office furniture and equipment, adjoining Stands 1279 and 1280, measuring 5 160 square metres in total.

Improvements: Factory, offices, ablutions and Delmas industrial sites.

Duly instructed by the Trustee in the matter **Mostert and Grobler Meulenaars CC,** in liquidation, Master's Reference T1972/95, we will sell Tuesday, 26 September 1995 at 11:00, on site 5 Robyn Street, Delmas, industrial sites.

View by appointment

Terms: Property: 10% (ten per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation . 6% (six per cent) commission payable by buyer.

Loose assets: Cash or bank-guaranteed cheques only.

For further info contact Greg or Alan, Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

GIGANTIC JEWELLERY AUCTION, TOTALLY UNRESERVED, MODERN GOLD, DIAMOND, SILVER JEWELLERY ETC.

Duly instructed by the Trustee in the matter **Glintz Manufacturing Jewellers CC,** in liquidation, Master's Reference T693/95.

First session: Monday, 25 September 1995 at 18:00.

Second session: Tuesday, 26 September 1995 at 18:00, view one hour prior both days at the premises Willow Ridge High School, 518 Verkenner Street, The Willows, Pretoria. All items catalogued.

Terms: Registration R500, refundable. Cash or bank cheques only, Tel. (012) 325-7250.

UBIQUE AFSLAERS

In opdrag van die Likwidateur van **Hennie du Plessis & Seuns BK,** handeldrywende as Potch Delta, T2506/95, sal ons die bates verkoop te Lombardstraat, Potchefstroom, op 27 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.

EDDIE LEONARD AFSLAERS BK

(Reg. No. CK92/21711/23)

VEILING VAN EIENDOM TE BO-DORP

In opdrag van die Kurator van insolvente boedel **P. J. van Wyk,** Meestersverwysing T1905/95, word die onderstaande vaste eiendom op Vrydag, 29 September 1995 om 12:00, per publieke veiling verkoop:

Beskrywing: Gedeelte 3 van Erf 1213, geleë in die dorp Rustenburg, ook bekend as Kerkstraat 179, Rustenburg, groot 892 vierkante meter.

Verbeterings: Drieslaapkamerwoonhuis bestaande uit die volgende: Drie slaapkamers met twee badkamers, kombuis met ingeboude kaste, sitkamer, eetkamer, aparte opwas, buitegeboue en swembad met dubbel motorhuis.

Afslaersnota: Die eiendom is baie goed geleë naby die Middedorp en skole. Hierdie is nie net vir die belegger nie en kan in 'n baie gerieflike woonhuis omskep word.

Terme: 20% (twintig persent) by toeslaan van die bod (kontant of bankgewaarborgde tjeks alleenlik). Vir balans moet goedgekeurde bankwaarborg binne 30 (dertig) dae na bekragtiging gelewer word. Volledige verkoopvoorwaardes sal op die dag van die veiling voorgehou word.

Bekragtiging: Binne 7 (sewe) dae na datum van veiling.

Besigtiging: Dag met veiling of op afspraak.

Navrae: Eddie Leonard of Susan Wewege.

Afslaers: Eddie Leonard Afslaers BK (92/21711/23), Kerkstraat 111, Rustenburg, Posbus 1658, Rustenburg. [Tel. (0142) 2-7117.] (Sell. 0826522367.) Na-ure: (0142) 2-2691.

PROPERTY MART SALES

Duly instructed by the Liquidator in the matter of **Rodan General Service CC,** in liquidation, Master's Reference T2131/95.

1. *Motor vehicles:* Ford Courier XLT model 1991, two Ford Husky 2,0 New Level D/S model 1993, Ford Courier 2,2 petrol model 1993, Ford Telstar 2,0 GL 1993, Ford Laser IRS 2,0 1993 and a Venter trailer.

2. *General:* Ingersol Rand VHP-700 SCU compressor, blasting pots with nozzles and helmets, 20 litre agitator spray machine, pressure hose, scaffolding, 450ofm Atlas Copco compressor, 2 Mercer 386SX computer, Epson LX1050 printer, Seikosha SP 1200VC printer, Samsung SF505 fax machine, paint, shelving and odds and ends.

Sale takes place at 17 Makriel Avenue, Wadeville, on Wednesday, 27 September 1995 at 10:00.

Terms: Cash or bank guaranteed cheques only. A refundable deposit of R1 000 in cash is payable against registration for a buying card.

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.

VERED PUBLIC AUCTION

INSOLVENT ESTATE: M. H. CRANKSHAW, MASTER'S REFERENCE T2531/95

Instructed by the Trustee in the above matter we will sell by public: (A) 223 Barkston Drive, Blairgowrie, Randburg. Improvements include four bedrooms, lounge, dining-room and kitchen. (B) 51 Stevens Road, Blairgowrie, Randburg. Improvements include a single-storey dwelling with a three-bedroomed home.

Terms: 15% (fifteen per cent) deposit on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The properties will be sold to the highest accepted bidders subject to confirmation by the trustees.

Date: Thursday, 12 October 1995. (A) 223, Barkston, at 11:00. (B) 51 Stevens, at 12:00.

Viewing: During the day security in attendance. For further information please contact the auctioneers: Vered, Tel. 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

TRAKMAN'S AUCTION SALES

Instructed thereto by the Liquidator of **Sandton Salvage CC,** in liquidation, Master's Reference T2828/94, we will sell the assets at the premises Salvage House, corner of Fifth Street and First Avenue, Marlboro, Sandton, on 27 September 1995 and on 28 September 1995, at Warehouse 2 Scottish Textiles, Second Street, Marlboro, Sandton.

Terms: Cash.

Sale commences at 10:30. Tel. (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: C. A. P. RENSLEIGH, MASTER'S REFERENCE T2717/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 48 Flora Avenue, Comptonville (Naturena), District of Johannesburg, Gauteng, on Thursday, 28 September 1995, commencing at 12:30, 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

KRYA NERA CC, IN LIQUIDATION, MASTER'S REFERENCE T2661/95

Duly instructed by the Liquidator in the above-mentioned estate, we will sell by public auction, on site at Unit 15, Krya Nera, corner of Victoria and Van Dawn Streets, Little Falls, District of Roodepoort, Gauteng, on Thursday, 28 September 1995, commencing at 10:30, a two-bedroomed townhouse.

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: M. P. AND M. N. S. DE FREITAS, MASTER'S REFERENCE T887/95

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 8 Vic Pretorius Road, Libradene, District of Boksburg, Gauteng, on Wednesday, 27 September 1995, commencing at 10:30, a four-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: A. P. AND A. J. C. W. MARAIS, MASTER'S REFERENCE T2106/94

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at Plot 137, Rosashof (north west of Vanderbijlpark), District of Vanderbijlpark, Gauteng, on Friday, 29 September 1995, commencing at 10:30, small holding with three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions, Tel. (011) 789-4375. Fax. (011) 789-4369.

PHIL MINNAAR AFSLAERS

BOEDEL WYLE C. J. VAN WYNGAARD

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 28 September 1995 om 11:00, 20 SS Penryn Place 73, Pretoria.

Voorwaardes: 20% (twintig persent) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg, Tel. (011) 475-5133.

PHIL MINNAAR BK

(Reg. No. CK93/29245/23)

INSOLVENT ESTATE AUCTION OF A FOUR-BEDROOMED DWELLING, KWANDEBELE

Duly instructed by the Trustee in the insolvent estate **J. M. Lekala,** Master's Reference T5204/93, we are selling the undermentioned property by public auction on Friday, 29 September 1995 at 11:00.

Place of auction: 325 Siyabuswa Street, KwaNdebele.

Description of property: Erf 325, known as 325 Siyabuswa Street, KwaNdebele, Registration Division JR, Transvaal, measuring 1 189 m^2.

Improvements: This tiled roof dwelling consists of four bedrooms with built-in cupboards, one and a half bathrooms and two toilets, kitchen, lounge and dining-room, wall to wall carpets, laundry and single garage.

Terms: 20% (twenty per cent) deposit in cash or bank-guaranteed cheque and balance within 45 days after approval.

Viewing and enquiries: Contact Dirkie at (012) 322-8330/1.

Phil Minnaar BK, P.O. Box 28265, Sunnyside, 0132. [Fax. (012) 322-9263.]

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, POTGIETERSRUS op 13 Oktober 1995 om 10:00 voor die Landdroskantoor te POTGIETERSRUS die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE van Gedeelte 2 van die plaas VIER-EN-TWINTIG RIVIER 49,

Registrasie Afdeling K.S. Provinsie Noord-Transvaal

GROOT: 762,1928 hektaar

Blykens Akte van Transport T13893/1985

in die naam van JOHANNES MARTHINUS BEZUIDENHOUT

Ligging van hierdie eiendom:

10 km suidoos van Potgietersrus

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, 2 store, kampong. Veekerend omhein en verdeel in kampe. 5 Boorgate.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AGAC 01994 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 September 1995.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Brits op 13 Oktober 1995 om 10:00 voor die Landdroskantoor te Brits die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Een vierde (¼de) aandeel in GEDEELTE 146 ('n gedeelte van Gedeelte 3) van die plaas ZOUTPANSDRIFT 415,

Registrasie Afdeling J.Q., Provinsie Noordwes;

GROOT: 47,4091 hektaar

(2) GEDEELTE 145 ('n gedeelte van Gedeelte 3) van die plaas ZOUTPANSDRIFT 415,

Registrasie Afdeling J.Q., Provinsie Noordwes;

GROOT: 33,8629 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T41681/1988

in die naam van **JACOBUS JOHANNES ENGELBRECHT**

Ligging van hierdie eiendomme:—

16 km noordwes van Brits

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Onverdeelde grond.

Eiendom (2): 2 Woonhuise, dubbelmotorhuis, stoor, sorteerkamer, afdak, buitekamer. Kanaal, gronddam en 3 boorgate.

Die eiendomme ressorteer onder die Hartbeespoort Staatswaterskema en ¼de gedeelte van 10,3 hektaar van eiendom (1) en 15 hektaar van eiendom (2) is daaronder ingelys. Dit word beweer dat waterbelasting ten bedrae van R630,15 plus rente ten opsigte van eiendom (1) en R3 780,84 plus rente ten opsigte van eiendom (2) verskuldig is. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AIAA 02327 01 G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 September 1995.

HARRY VAN NIEUWENHUIZEN AFSLAERS

Behoorlik gemagtig deur die Kurator in die insolvente boedel **J.** en **E. Carzis,** boedel T995/95 en T996/95, word verkoop per openbare veiling sonder reserwe aan die hoogste bieër die items hieronder vermeld:

Datum: 28 September 1995.

Tyd: 11:00.

Plek: Baljukantoor, Rhodesstraat 3, Witbank.

Items: Aartappelskiller, twee vlekvryestaaltafels, 1 × 3 kasregisters, gasbraaier, 1 × 4 meter baymarine, staalrakke, skyfiebraaier, 1 × 3 vlekvryestaaltafels, mikrogolfoond, biltongsnyer, kouevleiskerwer en groot verskeidenheid kruideniersware.

Groot verskeidenheid kafeetoerusting—te veel om te noem.

Betaling in kontant of per bankgewaarborgde tjek. Terugbetaalbare deposito van R1 000.

Navrae: Werner Boshoff, (0135) 656-2262.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATES: J. J. KOBERSTEIN, MASTER'S REFERENCE T1230/95 AND P. J. T. KOBERSTEIN, MASTER'S REFERENCE T1231/95

Duly instructed by the Provisional Trustee and Trustee respectively in the above matters we will sell by public auction on the spot 90 Sapphire Street, Farrarmere, Benoni Extension 21, on Monday, 2 October 1995 at 10:30, the following:

Three-bedroomed ranch-style home with pool; Farrarmere, Benoni Extension 21.

Certain Erf 6891, situated at 90 Sapphire Street, Benoni Extension 21, measuring approximately 1 052 square metres with improvements thereon.

Now on view—watchman in attendance.

Immediately thereafter two-bedroomed time share unit (6 sleeper), Lowveld Lodge, White River (Weeks 49 and 50).

Certain share blocks 34/49 and 34/50, corresponding to Chalet 34, Lowveld Lodge, Kastaing Road, White River, Eastern Transvaal.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Mannie Auctioneering Company, Tel. (011) 334-3810. [Fax (011) 334-1542.]

MANNIE AUCTIONEERING COMPANY

WHEDEL SHIPPING (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE T2140/95 AND THE BOOK CABIN (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE T2503/95

Duly instructed by the Provisional Liquidators in the above matters and other Vendors we will sell by public auction at our Salesroom, First Floor, Sols Building, 196 Fox Street (corner of Mooi Street), Johannesburg, on Thursday, 28 September 1995 at 10:00, the following:

Large quantity hard and soft-cover novels, study books, magazines and periodicals, stationery etc.

Office furniture: Executive and clerical desks, chairs, computers, printers, steel cabinets, lounge suite, typewriter, photocopier and shelving units etc.

Terms: Only cash or bank-certified cheques. Refundable cash deposit of R1 000 on registration. No goods may be removed until cheques have been cleared by the bank and only bank-certified cheques will be accepted. Please note there will be no exceptions.

On view day prior to sale.

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SAMAG WATER DRILL RIG

Duly instructed thereto by the liquidator we will sell as above:

On the spot at Boundary Road, Oakdene, Johannesburg (off N12 Comaro exit), on 28 September 1995 at 10:30.

For further details please contact the auctioneers.

View: One day prior to sale.

Terms: R2 000 (bank or bank-guaranteed cheque) is required on registration. The balance to be paid (bank or bank-guaranteed cheque) on the day of the sale. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site but may be deposited at the nearest Trustbank.

The above is subject to change without prior notice.

Aucor (Sandton) (Pty) Ltd, 14 Apple Road, Wendywood. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

CAPE • KAAP

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ADELAIDE op 11 Oktober 1995 om 10:00 voor die Landdroskantoor te ADELAIDE die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 1 van die Plaas nr 24, in die Afdeling Bedford Oos Kaap-provinsie

GROOT 611,6523 Hektaar

(2) Gedeelte 1 (GROENBERG'S VLEI) van die plaas Nr 25, in die Afdeling Bedford Oos Kaapprovinsie

GROOT 618,4076 Hektaar

(3) Gedeelte 1 van die plaas MILLNESS Nr 30, in die Afdeling Bedford Oos Kaapprovinsie

GROOT 1031,9355 Hektaar

Eiendomme (1) tot (3) Blykens Aktes van Transport T8045/1978 en T8046/1978 in die naam van WILLIAM WARREN PEARSON

Ligging van hierdie eiendomme:—

45 km noord van Adelaide

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1):

Skaapskuur. Veekerend omhein en verdeel in kampe. Reservoir, fonteine en grondveesuipingsdamme.

Eiendom (2):

Veekerend omhein en verdeel in kampe. Reservoir, fonteine en grondveesuipingsdamme.

Eiendom (3):

2 Woonhuise, skeerhuis, 2 afdakke, 2 motorhuise, stoorkamer, 7 skure, 2 broeihuise, varkhokke en 6 arbeidershuise. Veekerend omhein en verdeel in kampe. 6 Reservoirs, fonteine, grondveesuipingsdamme en 2 grondbesproeiingsdamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

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By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

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Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAA 02124 08 G (REGTE)

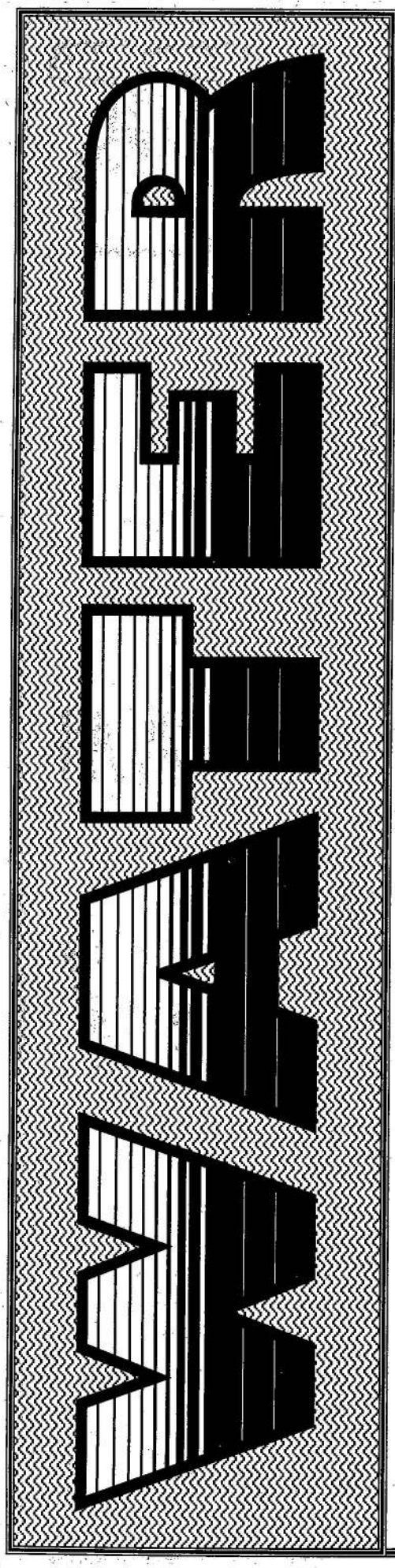
Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 September 1995.

NATAL

DALES BROS. PROPERTY AUCTIONS

Duly instructed by the Trustee of insolvent estate **Mogambery Naidu** and **Sumenthrree Naidu,** Master's Reference N344/95, auction sale to be held on Thursday, 5 October 1995 at 10:00, on site at 92 Riversdale Road, Silverglen, insolvent estate, modern three-bedroomed home, conveniently located with modern conveniences. Accommodation includes lounge, dining-room, kitchen, two bathrooms and with additional lower level family room. Early occupation.

20% (twenty per cent) guaranteed deposit payable on the fall of the hammer. Auctioneer's commission at 6% (six per cent) plus VAT is payable by the purchaser. Conditions of sale available, Tel. 701-3251.



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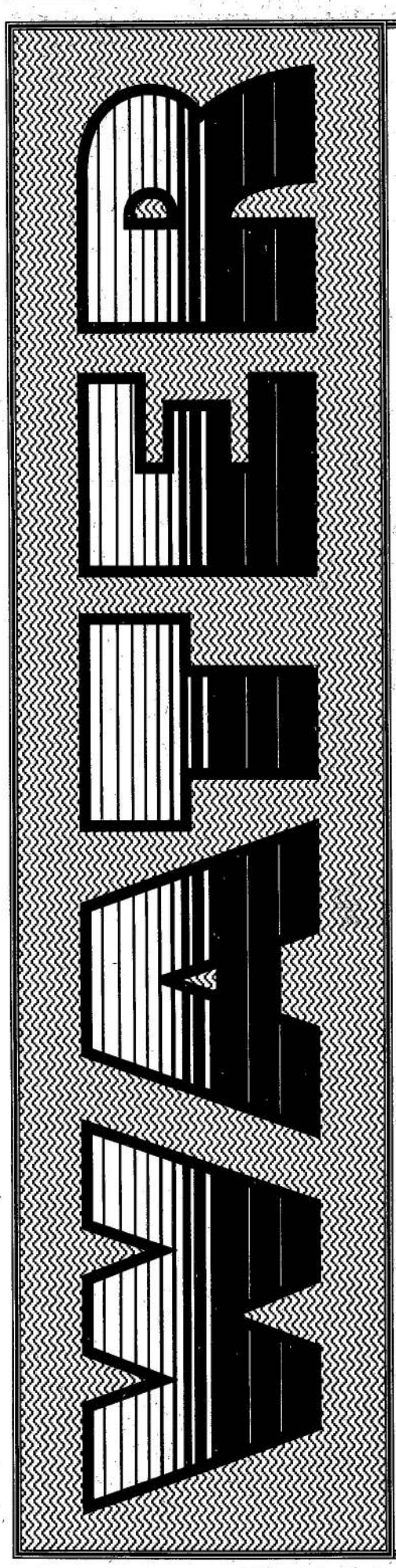

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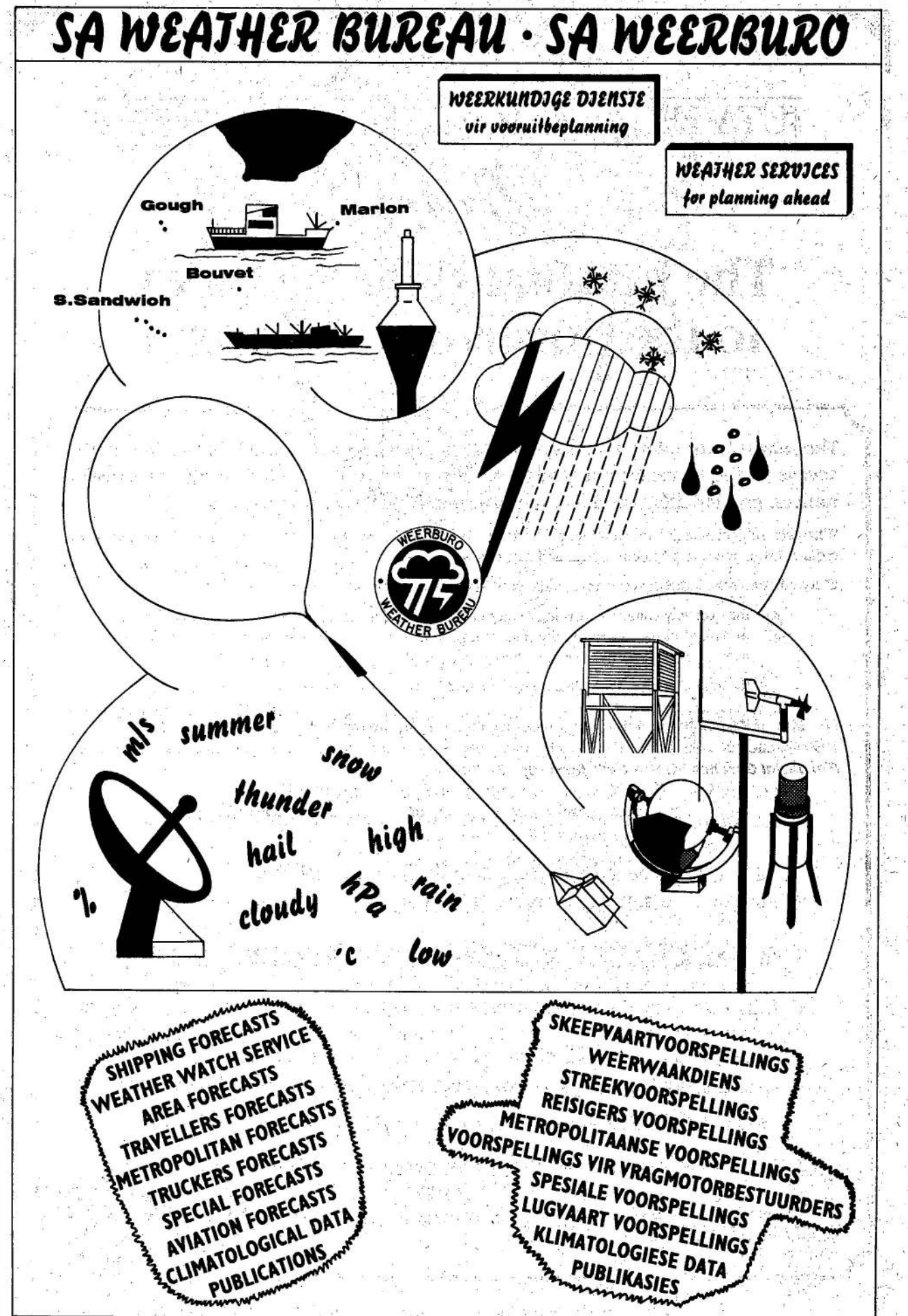

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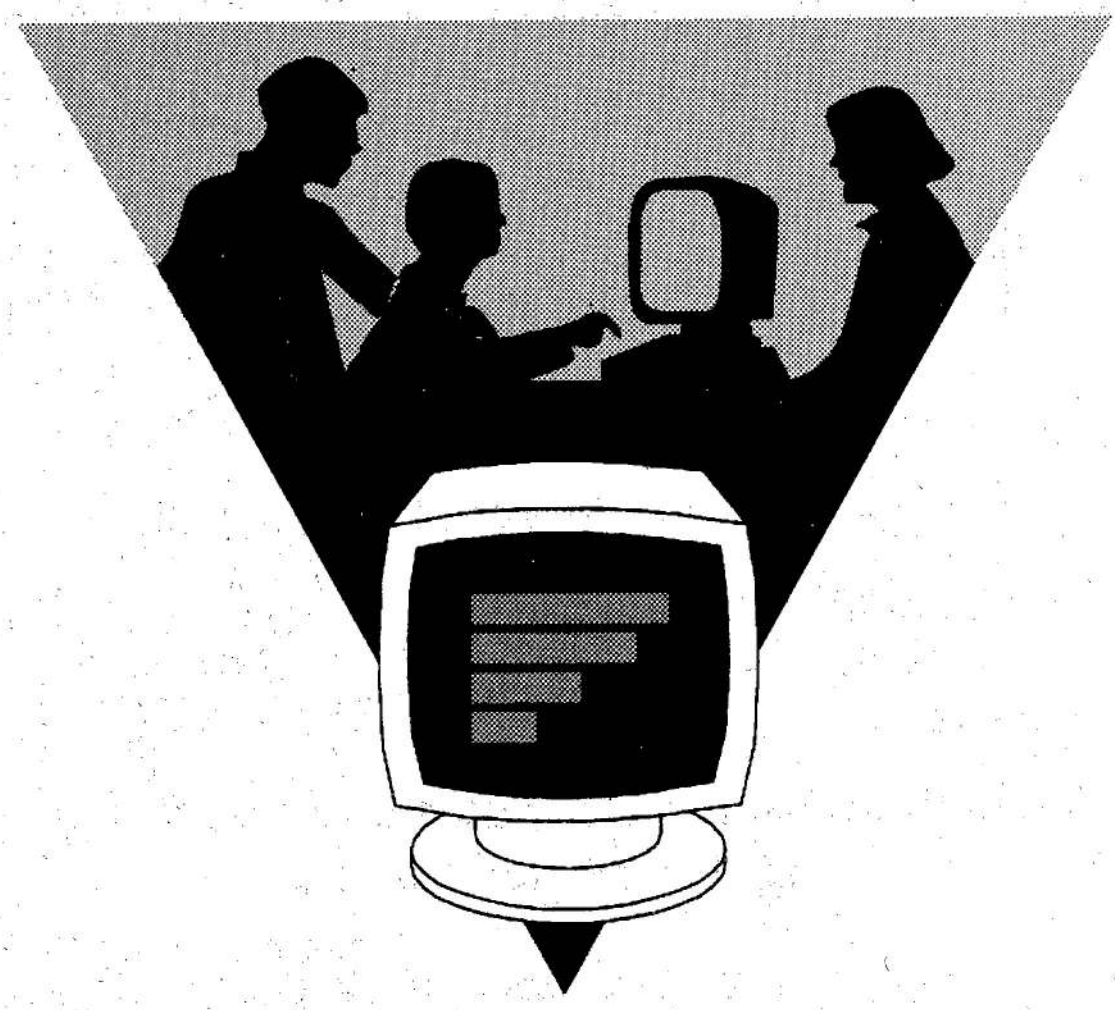

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