REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 363 PRETORIA, 29 SEPTEMBER 1995 No. 16685

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 06179/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Allied Bank,** Plaintiff, and **Elsie Thandi Souer,** Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the following property shall be sold in execution by the Sheriff, on Friday, 27 October 1995 at 10:00, at the Magistrate's Court, Dolomite Street, Delmas, without reserve to the highest bidder:

Certain: Holding 229, Eloff Agricultural Holdings Extension 3 Township, Registration Division IR, Transvaal, also known as Plot 229, Eloff Agricultural Holdings, measuring 1,9907 hectares, held by Deed of Transfer T98402/1993.

Improvements: The following improvements on the property are reported (though in this regard nothing is guaranteed): Dwelling-house: Brick building with plaster and corrugated iron roof, kitchen, lounge, dining-room, three bedrooms, bathroom, toilet and borehole.

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 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, 27 Fourth Street, Delmas.

Dated at Springs on this the 8th day of September 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Mr Cooper/JD/B09695.)

Case 12566/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Steyn, Wessel Jacobs,** First Defendant, and **Steyn, Lizette,** 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 the Sheriff's Office, 439 Prince George Avenue, Brakpan, 20 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 Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 924, Brakpan-Noord Extension 2 Township, Registration Division IR, Transvaal, situated at 35 Craven Street, Sherwood Gardens, Brakpan North Extension 2, Brakpan, measuring 840 (eight hundred and forty) 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, living-room, kitchen, scullery, three bedrooms, two bathrooms plus toilets, 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 the 13th day of September 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Kok/HM/A00166 (A166).]

Case 10552/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Paul Johannes Louw,** First Defendant, and **Aletta Johanna Louw,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 November 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 October 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 1775, Sunward Park Extension 4 Township, situated on 25 Albrecht Street, Sunward Park, in the Township of Sunward Park, District of Boksburg, measuring 1 197 (one thousand one hundred and ninety-seven) square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom with w.c., family room, laundry, double garage, staff-room and bathroom with w.c.

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

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

Dated at Boksburg on this the 13th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00395/Mrs Kok.)

Case 1053/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Cambridge Donald Ndhlovu,** First Defendant, and **Bridget Thandeka Mabuza,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 May 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 October 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 2498, Dawn Park Extension 4 Township, situated on 5 Mercedes Street, Dawn Park Extension 4, in the Township of Dawn Park Extension 4, District of Boksburg, measuring 815 (eight hundred and fifteen) square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Building built of brick and plaster, comprising lounge, dining-room, family room, kitchen, three bedrooms, bathroom plus w.c. and double garage.

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

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

Dated at Boksburg on this the 13th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00601/Mrs Kok.)

Case 25671/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Wentzel: Jan Hendrik,** 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 the Sheriff's Office, 439 Prince George Avenue, Brakpan, on 20 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 Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 186, Brenthurst Township, Registration Division IR, Gauteng, situated at 7 Tinker Road, in the Township of Brenthurst, District of Brakpan, measuring 1 039 (one thousand and thirty-nine) square metres.

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

Building built of brick, plaster and paint, corrugated iron roof, comprising a lounge, living-room, kitchen, three bedrooms, bathroom plus toilet, single garage, single carport, outside toilet 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 the 13th day of September 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Kok/HM/A00339 (A339).]

Case 36/92

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

In the matter between **Allied Bank,** a Division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Absalom Modise Mahlasela,** First Defendant, and **Meisie Berline Mahlasela,** Second Defendant, and **Moferefere Johannes Mahlasela,** Third Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 5 February 1992 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 25 October 1995 at 10:00 at the Sheriff's Office, Johriahof, 4 Du Plessis Road, Florentia, Alberton to the highest bidder:

Certain Erf 2491, Spruitview Township, Registration Division IR, The Province of Gauteng, situated at 2491 Spruitview, in the Township of Spruitview, District of Alberton, measuring 468 (four hundred and sixty-eight) square metres.

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

Building built of brick and plaster, tiled roof, comprising of a lounge, kitchen, three bedrooms and two bathrooms.

The 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 office of the Sheriff of the Court, Alberton.

Dated at Boksburg on this 13th day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. A00487/Mrs Kok/HM (A487).]

Saak 14455/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Beperk,** Eiser, en **George Adam Bazylko,** Eerste Verweerder, en **Victoria Maria Bazylko,** Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 17 Januarie 1994 sal die ondervermelde eiendom op 20 Oktober 1995 om 10:00 aan die hoogste bieër by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 360, Allon's Nek-uitbreiding 9-dorpsgebied, Registrasieafdeling JQ, Transvaal, groot 1 150 (eenduisend eenhonderd-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T36489/1988, beter bekend as Landhuisstraat 1062, Allensnek-uitbreiding 9, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan—

die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendomme aangebring: Enkelverdiepinghuis met teëldak, sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis en geen motorhuis. Pleistermure, goeie tuin, staalventers met beton ommuur en swembad.

3. *Terme:* Tien (10%) per centum van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien per centum) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelwer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Roodepoort.

Geteken te Roodepoort op hierdie 12de dag van September 1995.

Cilliers Prokureurs, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N157.)

Saak 6105/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Johannes Jacobus Hartslief,** Verweerder

'n Verkoping in eksekusie word gehou deur die Balju, Pietersburg, voor die Landdroskantore, Landdros Marestraat, Pietersburg, Noordelike Provinsie, op 20 Oktober 1995 om 10:00 van die volgende vaste eiendom:

Hoewe 163, Delmada-landbouhoewes, Registrasieafdeling LS, Noordelike Provinsie, groot 2,0215 hektaar, gehou kragtens Akte van Transport T58359/1980.

Die eiendom is gesoneer vir Landboudoeleindes en is verbeter met die oprigting van 'n woonhuis van steen met teëldak en bestaan uit vier slaapkamers, studeerkamer, sitkamer, eetkamer, kombuis, opwaskamer, drie motorhuise en met draad omhein.

Besonderhede van die verbeterings op die eiendom word hierbo verstrek, maar nie gewaarborg nie.

Besigtig verkoopvoorwaardes by Balju, Bokstraat 56A, Pietersburg, Noordelike Provinsie.

Tim du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. Beukes/LB.)

Case 18478/95
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Williams: Dennis George,** First Defendant, and **Williams: Iris Elaine,** 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, 19 October 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 420, Naturena Township, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, area 1130 (one thousand one hundred and thirty) square metres, situated at 118 Formosa Avenue, Naturena.

Improvements (not guarateed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, garage, carport with swimming-pool.

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

Dated at Johannesburg on this the 12th 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. ForeclosresZ678.)

Case 15723/95
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 **Ncube, Isaac Vusimuzi,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 26 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 781, situated in the Township of Maokeng Extension 1, Registration Division IQ, Transvaal, being 781 Maokeng Extension 1, Thembisa, measuring 309 (three hundred and nine) 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, 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 of 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 11th 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. Foreclosres/fp/M362.)

Case 15268/95
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 **Ngubeni, Morala Jacob,** Execution Debtor.

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 24 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 2814, situated in the Township of Spruit View Extension 1, Registration Division IR, Transvaal, being 2814 Thobejane Street, Spruit View Extension 1, Katlehong, measuring 703 (seven hundred and three) square metres:

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

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

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

Dated at Johannesburg on this 11th 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. Foreclosres/fp/N361.)

Case 21024/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Mosomane, Noko Michael,** First Execution Debtor, **Mosomane, Portia Edith,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 24 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 414, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 11 Gousblom Street, Roodekop, Germiston, measuring 805 (eight hundred and five) 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, four bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room and 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, 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 11th 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. Foreclosres/avb/M382.)

Case 13318/95
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 **Nthatheni, Avhatakali Alex,** First Execution Debtor, and **Nthatheni, Gladys,** 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, Boksburg, on 20 October 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 20060, situated in the Township of Vosloorus Extension 30, Registration Division IR, Transvaal, being 20060 Vosloorus Extension 30, Boksburg.

Measuring: 234 (two hundred and thirty-four) square metres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N354.)

Case 18285/95
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 **Mncube, Thulani Gerald,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 20 October 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: Erf 17781, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17781 Vosloorus Extension 25, Boksburg.

Measuring: 270 (two hundred and seventy) square metres.

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

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

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

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

Dated at Johannesburg on this 11th 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/avb/M1202.)

Saak 18048/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Beherende Liggaam van Annlin,** Eiser, en **J. Herbst,** Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 30 Maart 1993, die ondervermelde eiendom in eksekusie verkoop sal word, op 19 Oktober 1995 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria:

Die eiendom wat aldus te koop aangebied sal word, is Annlin 106, Chrisstoffelstraat 166, Pretoria-Wes.

Beskrywing: Sit/eetkamer, kombuis, halwe slaapkamer, badkamer met toilet, gangkas en volvloer matte.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju van Pretoria.

Geteken te Pretoria hierdie 12de dag van September 1995.

Oelofse Hefer & Wessels, Prokureurs vir Eiser, Derde Verdieping, Churchill House Gebou, Schoemanstraat, Pretoria. (Verw. Mev. Erasmus/Z03230.)

Saak 2005/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **ABSA Bank Bpk.,** handeldrywend as Allied Bank, Eksekusieskuldeiser, en **J. J. O. Barnard,** Eerste Eksekusieskuldenaar, en **T. T. Barnard,** Tweede Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof, op 7 Julie 1995, sal die onderstaande eiendom geregtelik verkoop word te Parkstraat 28 (ook bekend as Erf 354), Malelane, op 3 November 1995 om 10:00, of so spoedig moontlik daarna, naamlik:

Erf 354, Malelane-uitbreiding 2 (ook bekend as Parkstraat 28, Malelane), Registrasieafdeling JU, Transvaal, groot 1 054 m^2.

Onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T46931/93.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieër verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof en/of die afslaer.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar ten registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die afslaers en/of die Balju van die Landdroshof, Barberton ter insae lê.

Geteken te Nelspruit op hede hierdie 13de dag van September 1995.

Z. Schofield, vir Du Toit-Smuts, Prokureurs, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. (Verw. ZS/EK/ALD13/A9/95.)

Case 28274/94
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Brandt, Justus Vernon,** First Defendant, and **Brandt, Brenda (formerly Van Laun),** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 379, in the Township of Meredale Extension 4, Registration Division IQ, the Province of Gauteng, in extent 1 000 (one thousand) square metres, situated at 21 Hadeba Street, Meredale Extension 4, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of service face-bricks under tiled roof. *Floors:* Fitted carpets and vinyl tiles, comprising lounge, breakfast bar, kitchen, three bedrooms, dress suite, 1½ bathrooms, shower and two w.c.'s. *Outbuildings:* Concrete boundary walls.

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

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

Malman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6679.)

Case 10211/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Brian Siva Poonisammy,** Defendant, and **Hayley Poonisammy,** Second Defendant

Kindly take notice that pursuant to a judgment granted on 26 January 1995 and warrant of execution dated 26 January 1995, the following property will be sold in execution at 11:00 on 25 October 1995 at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 130, Dewald Hattingh Park Township, Registration Division IR, Transvaal, measuring 894 (eight hundred and ninety-four) square metres.

Improvements: Single storey, semi-face brick under tile, entrance hall, lounge, dining-room, two bedrooms, kitchen, bathroom and toilet.

Known as 2 Steenbok Street, Dewald Hattingh 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 office of the Sheriff of the Magistrate's Court, Benoni.

Dated at Benoni on this the 12th 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/N1333.)

Case 7229/95
PH 45

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Mawasha, Reuben,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Krugersdorp, 22B Ockerse Street, Krugersdorp, on Wednesday, 25 October 1995 at 10:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Krugersdorp, prior to the sale:

Erf 8790, Kagiso Township, Registration Division IQ, Transvaal, in extent 651 (six hundred and fifty-one) square metres, held by Certificate of Right of Leasehold TL31154/1985 being Stand 8790 Kagiso Avenue, Kasigo 2, Krugersdorp.

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

Main building: Three bedrooms, two bathrooms, dining-room, lounge, kitchen, two garages and store-room. *Outbuilding:* N/a.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand); and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 8th day of September 1995.

E. Bester, for Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. Mr E. Bester/vdh/7.9/M28774.)

Case 33138/91
PH 365

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Lorraine Felicity Wilkinson,** Defendant

On 17 October 1995 at 10:00 a public auction sale will be held at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, at which the Sheriff of the Supreme 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 1530, Eden Park Extension 1 Township, measuring 763 square metres, also known as 187 Pietersen Road, Eden Park.

Improvements reported (which are not warranted to be correct and are not guaranteed): Garage, outside building, kitchen, lounge, dining-room, bathroom, toilet and three bedrooms (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 Standard Bank of South Africa Limited and other preferent creditors subject to payment of 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 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 Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

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

Stupel & Berman, Plaintiff's Attorneys, 70 Lambert Street, off President Street, Germiston. (Ref. Mr Stupel/ms/SS40.)

Case 16366/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Bauduin, Marc Jean Henry,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 135, in the Township of Rosettenville, Registration Division IR, the Province of Gauteng, in extent 495 (four hundred and ninety-five) square metres, situated at 180 Bouquet Street, Rosettenville, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster under tiled roof.

Floors: Fitted carpets and ceramic tiles, comprising lounge, dining-room, entrance hall, kitchen, four bedrooms, bathroom, shower and two w.c.'s.

Outbuildings: Double carport, servants' quarters, w.c. with shower, laundry and corrugated boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN 6849.)

Case 4847/95
PH 196

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Ndimeni, Vukile Vernon,** First Defendant, and **Ndimeni, Nombulelo Lucy,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 102, in the Township of Naturena, Registration Division IQ, the Province of Gauteng, in extent 888 (eight hundred and eighty-eight) square metres, situated at 96 Jan de Necker Road, Naturena, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster under tiled roof.

Floors: Fitted carpets and Novilon tiles, comprising lounge, dining-room, entrance hall, TV-room, kitchen, pantry, four bedrooms, two bathrooms, shower and three w.c.'s.

Outbuildings: Double carport, servants' quarters, w.c. with shower, laundry, concrete boundary walls, jacuzzi, swimming-pool and braai area.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6736.)

Case 14784/95
PH 196

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Olckers, Rhona,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

1. A unit consisting of:

(a) Section 15, in the scheme known as Villa Capri, situated at Bassonia Extension 1 Township, Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the sectional plan, is 151 (one hundred and fifty-one) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; situated at 15 Villa Capri, Soetdoring Avenue, Bassonia Extension 1, Johannesburg.

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

Residence: Duplex townhouse, comprising lounge, dining-room, entrance hall, study, kitchen, three bedrooms, bathroom, shower and three w.c.'s and balconies.

Outbuildings: Garage.

Common property facilities: Swimming-pool, garden, parking, security gates and intercom system.

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

Dated at Johannesburg on this 12th day of September 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6832.)

Case 33454/94
PH 196

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Coetzee, June Mary,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 297, in the Township of Mondeor, Registration Division IR, the Province of Gauteng, in extent 1 084 (one thousand and eighty-four) square metres, situated at 185 Riverside Drive, Mondeor, Johannesburg.

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

Residence: Double-storey dwelling, built of bricks and painted plaster under tiled roof.

Floors: Fitted carpets and ceramic tiles, comprising lounge, dining-room, entrance hall, kitchen, scullery, snooker room, four bedrooms, bathroom, shower and two w.c.'s.

Upstairs: Main bedroom, study and bathroom.

Outbuildings: Two garages, servants' quarters, w.c. with bath and concrete boundary walls.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6707.)

Case 18522/95
PH 196

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Sengadi: Maseljo Anna,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

1. A unit consisting of:

(a) Section 5 in the scheme known as Villa Montana situated at Naturena township, Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the Sectional Plan is 65 (sixty-five) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Flat 32, Villa Montana, Daphne Street, Naturena, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Sectional title flat, comprising lounge and dining-room, kitchen, three bedrooms, bathroom and w.c. *Floors:* Fitted carpets and tiles. *Outbuildings:* None. Common property facilities: Swimming-pool, garden, laundry/drying area, parking and maid's ablution.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6873.)

Case 13394/95
PH 196

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Malope: Mmolaeng Charles,** First Defendant, and **Malope: Gcinekile Nokubukwa,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, 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, 131 Marshall Street, Johannesburg, prior to the sale:

1. Erf 2, in the Township of Bellevue (JHB), Registration Division IR, the Province of Gauteng in extent 396 (three hundred and ninety-six) square metres.

2. Erf 3, in the Township of Bellevue (JHB), Registration Division IR, the Province of Gauteng, in extent 494 (four hundred and ninety-four) square metres, situated at 32 St Peters Road, Bellevue, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached, built of bricks and painted plaster under corrugated iron roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, study, kitchen, breakfast nook, three bedrooms, bathroom, shower and two w.c.'s. *Outbuildings:* Two garages, one built of bricks and one of corrugaged iron, servant quarters, store-room, bathroom and w.c. Brick boundary walls, paving, retaining walls, electronic gates, security systems, garden and floodlights.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6807.)

Case 18190/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Viljoen: Johannes Jacobus,** First Defendant, and **Koen: Illse,** 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, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 17 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Erf 1356, in the Township of Mayberry Park, Registration Division IR, the Province of Gauteng, in extent 1 042 (one thousand and forty-two) square metres, situated at 22 Blackwood Road, Mayberry Park.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached, built of bricks and painted plaster, undr tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, entrance hall, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s. *Outbuildings:* Garage, carport, w.c. and concrete boundary walls, swimming-pool, braai area, paving and screen walls.

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

Dated at Johannesburg on this the 13th day of September 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6870.)

Case 13414/94
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Dlamini: Linda,** First Defendant, and **Ngubane: Beauty Thembi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 137, in the Township of Naturena, Registration Division IQ, the Province of Gauteng, in extent 1 176 (one thousand one hundred and seventy-six) square metres, situated at 186 Malta Street, Naturena, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached, built of face bricks and painted plaster, under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, entrance hall, study, kitchen, pantry, three bedrooms, two bathrooms, shower and two w.c.'s. *Outbuildings:* Two garages, w.c., brick boundary and walls, paving, patio and swimming-pool.

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

Dated at Johannesburg on this the 13th day of September 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6595.)

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 and 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.)

Case 18477/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plantiff, and **Adams: Kevin John,** First Defendant, and **Adams: Felicity Mercia,** 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, at 10:00 on Thursday, 19 October 1995, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 254, Mulbarton Township, Registration Division IR, Transvaal.

Area: 1 071 (one thousand and seventy-one) square metres.

Situation: 62 Bellairs Drive, Mulbarton.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, double garage, servants' quarters and swimming-pool with brick 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 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 (twenty thousand rand) and thereafter 3% (three per centum), with a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand), and all prospective purchasers are required prior to the sale to pay to the sheriff a registration deposit of R2 000 (two thousand rand) either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 15 September 1995.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ171).

Case 1743/94

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

In the matter between **NBS Bank Ltd** formerly known as Natal Building Society Ltd, Plaintiff, and **Renier Nicolaas Albertus Bonthuyzen,** First Defendant, and **Desire Bonthuyzen,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 30 January 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 October 1995 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: Erf 213, Dalview Township, Registration Division IR, in the Province of Gauteng, situated on 22 Van Der Walt Street, Dalview, Brakpan, measuring 1 041 (one thousand and forty-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick/plaster under corrugated iron roof comprising lounge, dining-room, four bedrooms, bathroom and kitchen. Veranda room. *Outbuildings:* Single garage, housekeepers room plus toilet. *Fencing:* Pre cast/bricks.

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, Brakpan.

Dated at Boksburg on this the 13th day of September 1995.

Hammond Pole & Dixon Inc., Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N20081/Mrs Kok.)

Case 4640/95

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Nomvulo Eunice Kambule,** First Defendant, and **Terssia Nomatenza Mbombo,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 4 September 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 October 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 6994, Vosloorus Extension 9 Township, situated on 6994 Vosloorus Extension 9, in the Township of Extension 9, District of Boksburg, measuring 445 (four hundred and forty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of a lounge, dining-room, kitchen, three bedrooms and bathroom plus 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 14th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00665/Mrs Kok.)

Case 10550/94

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Jabulani Simeon Malindisa,** First Defendant, and **Sarah Tshidi Malindisa,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 October 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 October 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 4306, Vosloorus Township, situated on 4306 Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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 14th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00397/Mrs Kok.)

Case 2450/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Florah Relela Motlatjo N.O.,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 24 April 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 October 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 12599, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 12599 Vosloorus Extension 23, Boksburg, measuring 238 (two hundred and thirty-eight) square metres.

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

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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 13th day of September 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00645/Mrs Kok.)

Case 1687/95

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Magezi Thomas Mahlaza,** First Defendant, and **Hlonipha Gloria Mahlaza,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 March 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 October 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 16627, Vosloorus Extension 26 Township, situated on 16627 Vosloorus Extension 26, in the Township of Vosloorus Extension 26, District of Boksburg, measuring 296 (two hundred and ninety-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Built of brick and plaster and consists of entrance hall, lounge, three bedrooms, separate w.c. and store.

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 14th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00583/Mrs Teixeira.)

Case 9948/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06) formerly known as Natal Building Society Limited, Plaintiff, and **Junaid Mohamed,** First Defendant, and **Krishnaveni Mohamed,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 2 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 25 October 1995 at 10:00, at the office of the Sheriff, Johria Hof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: Erf 529, Palm Ridge Township, Registration Division IR, Transaal, situated on 14 Mezerean Street, Palm Ridge, in the Township of Palm Ridge, District of Alberton, measuring 805 (eight hundred and five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick, plaster and paint under tiled roof residence comprising lounge, kitchen, three bedrooms, bathroom and w.c.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Alberton.

Dated at Germiston on this the 15th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00335/Mrs Kok.); C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 10859/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 November 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 October 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 17631, Vosloorus Extension 25 Township, situated on 17631 Vosloorus Extension 25, in the Township of Extension 25, District of Boksburg, measuring 280 (two hundred and eighty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of dining-room, kitchen, two bedrooms and bathroom with 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 15th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00426/Mrs Kok.)

Case 10316/94

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Selogiloe Washington Mangope,** First Defendant, and **Mamotloang Rebecca Mangope,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 24 October 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 October 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 421, Delmor Park Extension 2 Township, situated on 37 Du Preez Street Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 375 (threehundred and seventy-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, kitchen, two bedrooms and bathroom with 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 15th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00384/Mrs Kok.)

Case 10243/94

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Mampeane Louisa Elizabeth Mdhluli,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 24 October 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 October 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 176, Vosloorus Extension 5 Township, situated on 176 Vosloorus Extension 5, in the Township of Extension 5, District of Boksburg, measuring 306 (three hundred and six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, dining-room, kitchen, three bedrooms and bathroom with 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 15th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00366/Mrs Kok.)

Case 16050/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Eric John Masters,** First Defendant, and **Elizabeth Masters,** Second Defendant

Notice is hereby given that on 20 October 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 27 July 1995, namely:

Certain: Erf 2329, Brakpan, Registration Division IR, the Province of Gauteng, situated at 59 Stoffberg Street, Brakpan.

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

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

Dated at Boksburg on this the 1st September 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06041.

Case 5454/95
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff/Execution Creditor, and **Vilakazi, Philadel Sojane,** First Defendant/Execution Debtor, and **Sojane, Ottilia,** Second Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 19 October 1995 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff, at 100 Sheffield Street, Turffontein, Johannesburg:

The property is Erf 262, Meredale Extension 2 Township, Registration Division IQ, Transvaal, measuring 991 (nine hundred and ninety-one) square metres and held under Deed of Transfer T41974/1993, situated at 31 Swallow Street, Meredale Extension 2, Johannesburg.

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

Single storey dwelling with tiled roof internal and external brick walls that are plastered.

Three bedrooms, sunroom, kitchen, bathroom, w.c., servants' quarters with iron roof and w.c. and shower and garage.

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

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

Dated at Johannesburg this 31st day of August 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Dx 257. Fax No. 336-0274.) (Peter Sapire/Clinton Lewis/F354.)

Saak 1301/92

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **Saambou Bank Limited,** Eksekusie Eiser, en **D. van Rooyen,** Eksekusieskuldenaar

Kennis geskied hiermee dat ingevolge 'n lasbrief vir eksekusie uitgereik in bovermelde Agbare Hof op 15 April 1995, die onderstaande eiendom te wete:

Hoewe 26, Droogefontein-landbouhoewes, Registrasieafdeling IR, Oos-Transvaal, in eksekusie verkoop sal word op 6 Oktober 1995, aan die hoogste bieër by die kantore van die Landdroshof te Delmas, om 10:00:

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

Woonhuis met buitegeboue.

Voorwaardes van verkoping: 10% (tien persent) van die koopprys in kontant op 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 21 dae vanaf datum van die verkoping verskaf word. Vendukoste is betaalbaar deur die verkoper op datum van veiling.

Geteken te Delmas op hierdie 30ste dag van Augustus 1995.

D. J. Swanepoel, Prokureur vir Eksekusie Eiser, Derde Straat 33, Posbus 207, Delmas, 2210. (LC.)

Saak 2318/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eksekusieskuldeiser, en **Andre Meintjes,** Eerste Eksekusieskuldenaar, en **Heidi Elyn Meintjes,** Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 25 Mei 1995 toegestaan is, op 13 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: Gedeelte 61 ('n gedeelte van Gedeelte 5) van die plaas Nooitgedacht 300, Registrasieafdeling JS, Transvaal, groot 8,5668 (agt komma vyf ses ses agt) hektaar, gehou kragtens Akte van Transport T21810/1977), straatadres Plot 300, plaas Nooitgedacht.

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 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 4de dag van September 1995.

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

Case 3530/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **United Bank,** Plaintiff, and **Frank van Heerden,** First Defendant, and **Sylvia Erica van Heerden,** 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 10:00 at the premises situated at 4 Rowen Road, Sunair Park, Brakpan, without reserve to the highest bidder:

Certain Erf 144, situated in the Township of Sunair Park, Brakpan, Registration Division IR, Transvaal, also known as 4 Rowen Road, Sunair Park, Brakpan, measuring 1 097 square metres, held by Deed of Transfer T12405/1991.

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

Dwelling-house: Brick building with plaster and tiled roof, kitchen, lounge, dining-room, living-room, three bedrooms, two bathrooms, outside toilet, double 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 (fourteen) days after the date of sale.

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

Dated at Springs on this the 14th day of August 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Mr Cooper/JD/B06195.)

Case 12810/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nicolaas Stephen Esterhuizen,** First Defendant, and **Kathleen Yung Esterhuizen,** Second Defendant

Notice is hereby given that on 20 October 1995 at 11:00 the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 11 July 1995, namely:

Certain Erf 1604, Geluksdal Extension 1, Registration Division IR, the Province of Gauteng, situated at 1604 Rheumanella Drive, Geluksdal Extension 1, Brakpan.

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

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

Dated at Boksburg on this the 7th day of September 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05090.)

Case 12546/91
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 **Seedat Bazil Rafique Ismail,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 20 October 1995 at 11:15 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 495, situated in the Township of Reiger Park Extension 1, Registration Division IR, Transvaal, being 495 Aster Street, Reiger Park Extension 1, Boksburg, measuring 363 (three hundred and sixty-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 iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of carport 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 on this the 8th day of September 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S.93.)

Case 17802/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **William Moore,** First Defendant, and **Elaine Stephanie Moore,** Second Defendant

Notice is hereby given that on 20 October 1995 at 11:00 the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 7 August 1995, namely:

Certain Erf 86, Brakpan, Registration Division IR, the Province of Gauteng, situated at 4 Hope Avenue, Anzac, Brakpan.

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

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

Dated at Boksburg on this the 7th day of September 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06052.)

Saak 3830/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Armitage, James David,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Hooggeregshof, Johannesburg, te Marshallstraat 131, Johannesburg, op 12 Oktober 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Johannesburg, voor die verkoping ter insae sal lê:

Eenheid 44, Skema 105, SS Queen Anne, groot 43 vierkante meter, geleë te Queen Anne 411, Brucestraat, Hillbrow.

Bestaande uit: *Hoofgebou:* (Enkel eenheid), slaapkamer, badkamer/toilet, kombuis en sitkamer.

Buitegeboue: Geen.

Konstruksie: Onbekend.

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

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.

Vendusiekoste 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 (twintig duisend rand) en daarna 3% (drie persent) op die balans daarvan, tot 'n maksimum kommissie van R6 000 (sesduisend rand), en 'n minimum van R100 (eenhonderd rand).

Smit & Marais, 11de Verdieping, Schreiner Chambers, Pritchardstraat 94, Posbus 1693, Johannesburg. (Tel. 333-7128/9.) (Verw. J. F. Smit/ls/203-93.)

Case 10109/94
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 **Loggenberg, Gert Johannes,** 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 by the Sheriff of the Supreme Court for the District of Roodepoort (the Sheriff) at the Sheriff's office situated 182 Progress Road, Roodepoort, on Friday, 20 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the 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 182 Progress Road, Roodepoort:

Erf 21, Horison Township, Registration Division IQ, in the Province of Gauteng, measuring 1 190 (one thousand one hundred and ninety) square metres, held by Deed of Transfer F7372/1959, situated at 6 Randskroon Drive, Horison, Roodepoort (the property).

The property consists of the following improvements in respect whereof nothing is however warranted or guaranteed: A single-storey dwelling comprised lounge, dining-room, kitchen, scullery, four bedrooms, two bathrooms, two showers, two w.c.'s, and laundry, with a detached outbuilding consisting of garage, servant's room, bathroom 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 the sale to the Sheriff of 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 31st day of August 1995.

Krish Naidoo & Abdulla, Plaintiff's Attorney, First Floor, 63 Avenue Road, Fordsburg; P.O. Box 42005, Fordsburg, Johannesburg, 2033. (Tel. 838-1887.) (Fax. 838-2221.) (Ref. I. Abdulla/yr/COL/F11.)

Case 28551/93
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 **De Almeida, Nelson,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 26 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 1335, situated in the Township of Birch Acres Extension 3, Registration Division IR, Transvaal, being 27 Swartpiek Street, Birch Acres, Extension 3, Kempton Park, measuring 968 (nine hundred and sixty-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, entrance hall, dressing room, three bedrooms, two bathrooms 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

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

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.274.)

Case 26005/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 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 3051, Brakpan Township, Registration Division IR, Transvaal, situated at 104 Stoffberg Avenue, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising a lounge, dining-room, kitchen, 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 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/U00297.)

Case 47110/95

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

In the matter between **Johannesburg Municipal Pension Fund,** Plaintiff, and **Andries Petrus de Jager,** Defendant

In execution of a judgment of the Magistrate's Court, Johannesburg, in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Germiston South on 16 October 1995 at 10:00 of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, Third Floor, United Building, 177 President Street, Germiston, prior to the sale and which may be inspected at the offices of the Sheriff, prior to the sale, namely:

Erf 929, Germiston Extension 4 Township, Registration Division IR, Transvaal, measuring 721 (seven hundred and twenty-one) square metres, held under Deed of Transfer T17744/1985, situated at 3 Louis Street, Germiston Extension 4.

The following improvements are on the property and are reported but nothing is guaranteed: Main building: A single-storey residence under tiled roof consisting of lounge, dining-room, three bedrooms, bathroom, toilet and kitchen. *Outbuildings:* Servant's room, store-room and toilet. Constructed of brick.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the date of sale, to be calculated as follows: 5% (five per cent) 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 of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 28th day of August 1995.

Alec Oshry, Plaintiff's Attorney, Seventh Floor, 66 Smal Street, Johannesburg. (Tel. 337-9563.)

Case 9788/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

Notice is hereby given that on 19 October 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 2 May 1995, namely:

Certain Erf 1087, Crystal Park Extension 1, Registration Division IR, the Province of Gauteng, situated at 5 Eshowe Street, Crystal Park Extension 1, Benoni.

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

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

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

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

Saak 24182/94
PH 507
DX 308

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Bouwer, Johan Lodewyk,** Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op Donderdag, 28 September 1995 om 10:00, by die kantore van die Balju, Hooggeregshof, Kempton Park, te Parkstraat 8, Kempton Park, van die ondergemelde eiendom:

Sekere Erf 1211, Van Riebeeckpark-dorpsgebied-uitbreiding 6, Registrasieafdeling IR, provinsie Gauteng, groot 1 488 (eenduisend vierhonderd agt-en-tagtig) vierkante meter, geleë te Gazellestraat 16, Van Riebeeckpark-uitbreiing 6, Kempton Park.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Bestaande uit die volgende: Sitkamer, eetkamer, familie kamer, studeerkamer, vier slaapkamers, kombuis, twee badkamers, drie toilette, drie motorhuise, swembad, kroeg en oprit.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Kempton Park, Parkstraat 8, Kempton Park, of Eiser se Prokureurs, Blakes, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 24ste dag van Augustus 1995.

C. W. S. S. Potgieter, vir Blakes, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. PTB011/S. Potgieter/HVM.)

Case 11081/94
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 **Ngandweni, Joseph Nkoselanga,** First Execution Debtor, and **Ngandweni, Thandi 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 the Sheriff's Office, Dobsonville, on 20 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff, Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 9119, situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, being 9119 Dobsonville Extension 3, Roodepoort, measuring 267 (two hundred and sixty-seven) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms 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 5th day of September 1995.

B. W. Webber, 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/fp/N250.)

Case 14099/93
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 **Jacobs, Elvis Rudy,** 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, Roodepoort, on 20 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 293, situated in the Township of Davidsonville Extension 1, Registration Division IQ, Transvaal, being 2 Mackonie Street, Davidsonville Extension 1, Roodepoort, measuring 496 (four hundred and ninety-six) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 5th day of September 1995.

B. W. Webber, 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/J.94.)

Case 9472/93
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 **Gilardi, Pierre André,** 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, at 40 Park Street, Randfontein, on 20 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 40 Park Street, Randfontein, prior to the sale:

Certain Erf 669, situated in the Township of Randgate, Registration Division IQ, Transvaal, being 119 Bailey Street, Randgate, Randfontein, 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, entrance hall, pantry, two 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, 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 5th day of September 1995.

B. W. Webber, 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/G.138.)

Case 8274/95
PH 135

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

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Dhludhlu, Alfred,** 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, 49 Kempston Avenue, Benoni, on 19 October 1995 at 10:00, on the conditions which will lie for inspection at the office of the Sheriff of the Supreme Court, 49 Kempston Avenue, Benoni, prior to the sale, of the undermentioned property situated at:

Erf 1571, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 282 (two hundred and eighty-two) square metres, held by Certificate of Registered Grant of Leasehold TL30610/1988, which is zoned as Residential and consists of (not guaranteed):

A dwelling, lounge, two bedrooms, kitchen, bathroom and w.c.

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 bond 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 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 17th day of August 1995.

L. J. Kruger, for Hofmeyr Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Slabber.)

Case 01577/95
PH 175

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

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Le Roux, Johannes Jacobus,** First Defendant, and **Le Roux, Carolina Fredrika,** Second Defendant

1. In the execution of the judgement 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, 49 Kempston Road, Benoni, on 19 October 1995 at 10:00, on the conditions which will lie for inspection at the office of the Sheriff of the Supreme Court, 49 Kempston Road, Benoni, prior to the sale, of the undermentioned property situated at:

32 First Avenue, Northmead, Benoni, being Erf 2466, Benoni Township, Registration Division IR, Province of Gauteng, measuring 1 190 (one thousand one hundred and ninety) square metres, held by Deed of Transfer T32229/1994, which is zoned as residential and consists of (not guaranteed): A dwelling, lounge, dining-room, three bedrooms, kitchen, bathroom and w.c., entrance, enclosed stoep and veranda.

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 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 17th day of August 1995.

L. J. Kruger, for Hofmeyr Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Slabber7.)

Saak 3893/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Maria Susanna Rossouw,** Eerste Verweerder, en **Carel Benjamin van Wyk,** Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 8 Augustus 1995, die onderstaande eiendom te wete:

Gedeelte 19 van Erf 636, Modder East-dorpsgebied, Registrasieafdeling IR, die provinsie Gauteng, geleë te Outeniquaweg 44, Modder East, Springs, in eksekusie verkoop sal word op 13 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 pleister onder sinkdak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers.

Buitegeboue: Buite woonstel.

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 1ste dag van September 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/R811.)

Case 30662/94
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 **Kissoglou, George Elefterios Antonio,** 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 at 40 Park Street, Randfontein, on 20 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 40 Park Street, Randfontein, prior to the sale:

Certain Holding 118, situated in the Township of Rikasrus Agricultural Holdings, Registration Division IQ, Transvaal, being 118 R.O.W., Dirt Road, Rikasrus Agricultural Holdings, Randfontein, measuring 3,3439 (three comma three four three nine) 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 of a garage and toilet.

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

B. W. Webber, 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/fp/K227.)

Case 3903/93
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 **Madonsela, Mahamba Freddie,** First Execution Debtor, and **Madonsela, Themba Bheki,** 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, Boksburg, on 20 October 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 18212, situated in the Township of Vosloorus Extenison 25, Registration Division IR, Transvaal, being 18212 Mpatsaka Crescent, Vosloorus Extension 25, Boksburg, measuring 320 (three hundred and twenty) square metres.

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

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

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

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

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

B. W. Webber, 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/fp/M541.)

Case 32035/93
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 **Hunt, John Patrick,** 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, Roodepoort, on 20 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, for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Section 39, as shown and more fully described on Sectional Plan SS49/93, in the scheme known as Krya Nera, in respect of the land and building or buildings situated at Little Falls Extension 1 Township, in the area of the Roodepoort Local Authority, of which the floor area, according to the said sectional plan is 76 (seventy-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, being 39 Krya Nera, corner of Van Dam, Victoria and Waterval Streets, Little Falls Extension 1, Roodepoort, measuring 76 (seventy-six) square metres.

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

A simplex flat with comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising of a carport. The common property comprising of 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 or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/H.202.)

Saak 3143/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Bloemfontein Board Nominees Limited,** Eiser, en **John Louis Arthur,** Verweerder

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 kantore van die Balju, te die plaas Latwai, distrik Witrivier, op Vrydag, 20 Oktober 1995 om 11:00, naamlik:

Resterende gedeelte van Gedeelte 5 ('n gedeelte van Gedeelte 1), van die plaas Logogotu 30, Registrasieafdeling JU, Transvaal, groot 83,5161 (drie-en-tagtig komma vyf een ses een) hektaar.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie:

Verbeterings bestaan uit 'n plaashuis met buitegeboue.

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 bougenootskapwaarborg wat binne 14 (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 die plaas Latwai, distrik Witrivier, gedurende kantoorure.

J. P. Smit, p.a. Naudes, Eiser se Prokureurs, Trustfonteingebou, Posbus 153, Bloemfontein.

Case 15515/94

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 **Jacobus Martin Liversage,** Defendant

A sale in execution of the property described hereunder will take place on 19 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 1517, Primrose Township, Registration Divison IR, Province of Gauteng, measuring 991 (nine hundred and ninety-one) square metres, property also known as 3 Mimosa Road, Primrose, Germiston, comprising lounge, three bedrooms, bathroom/toilet, kitchen, scullery, double garage, servant's room/toilet and stoep.

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.

K. Dinner, for ABE Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19351/KD/Pt.)

Saak 42849/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited,** Eiser, en **Albertus Landman,** Eerste Verweerder, en **Anna Maria Elizabeth Landman,** Tweede Verweerder

Ingevolge vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 15 Augustus 1995, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju, van die Landdroshof, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieër op 19 Oktober 1995 om 10:00:

Resterende gedeelte van Erf 199, geleë in die dorpsgebied Pretoria Gardens, Registrasieafdeling JR, provinsie Gauteng, groot 1 090 (eenduisend en negentig) vierkante meter (beter bekend as Schuurmanlaan 806, Pretoria Gardens).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis met drie slaapkamers, badkamer, sitkamer, eetkamer, kombuis, ingangsportaal, enkelgarage, stoep en plaveisel.

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

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

Geteken te Pretoria op hierdie 14de September 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. Mev. Engels/Jr58025.)

Saak 11697/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Andreas Ttappous,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 31 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Boksburg, op 20 Oktober 1995 om 11:15 te Leeuwpoortstraat 182, Boksburg, verkoop:

Sekere Erf 155, Lilianton-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Heatherlaan 36, Lilianton, groot 1 071 (eenduisend een-en-sewentig) 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 Leeuwpoortstraat 182, Boksburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0532).]

Case 15373/95
PH 396 V39 DX 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** trading as United Bank, Execution Creditor, and **Ndlovu, George,** First Execution Debtor, and **Ndlovu, Joyce Betty,** Second Execution Debtor

Be pleased to take notice that on Thursday, 19 October 1995 at 10:00 the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain Section 8, Epernay Court, Greater Johannesburg Transitional Metropolitan Council, Province of Gauteng, measuring 40 square metres and held by Certificate of Registered Sectional Title ST22/1983(8)(Unit), situated at 108 Epernay, 43 Doris Street, Berea.

Description: A sectional title unit consisting of lounge, bedroom, bathroom and kitchen.

Conditions of sale:

1. The sale shall be without reserve, and the property shall, subject to the Supreme Courts' Act 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 4% (four per cent) Sheriff's commission plus Value-Added Tax thereon, on the date of sale and the balance plus interest at the Execution Creditor's current lending rate on transfer, to be secured by acceptable guarantee within 14 (fourteen) days of the sale.

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

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

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

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

J. Meiring, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton International Trade Centre, Commissioner Street, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z21888.)

Saak 15373/95
PH 396 DX 2

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited,** handeldrywende as United Bank, Eksekusieskuldeiser, en **Ndlovu, George,** Eerste Eksekusieskuldenaar, en **Ndlovu, Joyce Betty,** Tweede Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die kantore van Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, om 10:00 op Donderdag, 19 Oktober 1995, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, voor die verkoping:

Deeltitel 8, Epernay, Johannesburgse Plaaslike Bestuur, provinsie Gauteng, grootte 40 vierkante meter en gehou te Sertifikaat van Geregistreerde Titel ST22/1983(8)(Unit), synde Epernay 108, Dorisstraat 43, Berea.

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

Geboue en verbeterings: 'n Sitkamer, slaapkamer, badkamer en kombuis.

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

Gedateer te Johannesburg hierdie 5de dag van September 1995.

J. Meiring, vir Van de Venter, Meiring Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z21888.)

Saak 235/92

IN DIE LANDDROSHOF VIR DIE DISTRIK CULLINAN GEHOU TE CULLINAN

In die saak tussen **Annemarie Kovacik & Associates CC,** Eiser, en **E. L. Naude,** handeldrywende as Joshua Meubel Vervaardigers, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir Cullinan in bovermelde saak, sal 'n verkoping gehou te die Landdroskantore te Cullinan op 13 Oktober 1995 van die ondergemelde eiendom naamlik:

Beskrywing: Erf 379, geleë in die dorp Rayton, Registrasieafdeling JR, provinsie Gauteng, grootte 1 115 (eenduisend eenhonderd-en-vyftig) vierkante meter gehou kragtens Akte van Transport T40146/1985.

Die volgende besonderhede word verskaf, alhoewel geen waarborge gegee word nie:

'n Woonhuis met buitegeboue.

Die verkoping is onderhewig aan die volgende voorwaardes: 10% (tien persent) van die volle koopsom onmiddellik by aangaan van die koop en die balans van die koopprys deur lewering van 'n bevredigende bank- of bougenootskapwaarborg vir sodanige balans met rente aan die Bode van die Hof binne veertien (14) dae vanaf datum van ondertekening van die voorwaardes van verkoop.

Die verkoping sal geskied volgens verdere verkoopvoorwaardes wat uitgelees sal word by die veiling. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Geregsbode van Cullinan, gedurende kantoorure.

Geteken te Cullinan op hierdie 8ste dag van September 1995.

P. T. Rautenbach, Prokureur vir Eiser, Posbus 219, Cullinan, 1000. [Tel. (01213) 3-0182.] (Verw. B5738/FR/wjh.)

Saak 3450/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Groter Johannesburg Metropolitaanse Oorgangsraad,** Eiser, en **Jacobus Hendrik Stephanus Gerber,** Eerste Verweerder, en **Mathilda Gerber,** Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 20 Oktober 1995 om 10:00:

Erf 2473, Witpoortjie-uitbreiding 11-dorpsgebied, Registrasieafdeling IQ, geleë te Reigerstraat 76, Witpoortjie-uitbreiding 11, distrik Roodepoort.

Bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder teëldak met staalvensters, baskteenmure en voorafvervaardigde omheining, die huis bestaande uit sitkamer, gesinskamer, studeerkamer, eetkamer, twee badkamers, vier slaapkamers, gang, kombuis, buitekamer en enkelmotorhuis.

Die volledige verkoopvoorwaardes kan by die Baju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl, Prokureur vir Eiser, Louw & Heyl-gebou, Property Park, Ontdekkersweg 389C, Roodepoort. (Tel. 475-5090.)

Saak 6086/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Groter Johannesburg Metropolitaanse Oorgangsraad,** Eiser, en **Haroon Osman,** Eerste Verweerder, en **Imelda Teresa Osman,** Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Baju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 20 Oktober 1995 om 10:00:

Erf 148, Hamberg-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Weilbachstraat 23, Hamberg, distrik Roodepoort, bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder teëldak met staal vensters en voorafvervaardigde omheining, die huis bestaande uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, buitekamer en enkelmotorhuis.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl, Prokureur vir Eiser, Louw & Heyl-gebou, Property Park, Ontdekkersweg 389C, Roodepoort. (Tel. 475-5090.)

Case 8279/91

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

In the matter between **Allied Bank** (Reg. No. 86/04794/06), a division of ABSA Bank Ltd, Plaintiff, and **Ndoda Alfred Duma,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 20 February 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 October 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 1579, Vosloorus Extension 2 Township, situated on 1579 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 317 (three hundred and seventeen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, dining-room, 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 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 12th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A5039F/Mrs Kok.)

Case 9260/93

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06) (Allied Bank Division), Plaintiff, and **Noel Phillip Tyrrell,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 6 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 16 November 1995 at 10:00, at the property, namely:

Certain: Erf 4143, Northmead Extension 1 Township, situated at 15 Ensign Avenue, in the Township of Airfield, District of Benoni, measuring 993 (nine hundred and ninety-three) square metres.

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

The conditions of sale:

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

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

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

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 74 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. AF6334/Mrs Kok/HM.)

Case 2176/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Mathareveeran Govender,** First Defendant, and **Roshini Govender,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 26 April 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 21 November 1995 at 10:00, at the property namely:

Certain: Erf 2187, Crystal Park Extension 3 Township, situated at 17 Bulbul Street, in the Township of Crystal Park Extension 3, District of Benoni, measuring 813 (eight hundred and thirteen) square metres.

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

Building built of brick and plaster, tiled roof, comprising of a lounge, family room, dining-room, kitchen, three bedrooms, bathroom with w.c., bathroom with shower and carport.

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

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

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

Hammond Pole & Dixon Inc., Attorneys for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00703/Mrs Kok/HM.)

Case 7163/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Pietersen, Josef Johannes,** First Defendant, and **Pietersen, Christina Jacoba,** 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 20 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 95, Anzac Extension 1 Township, Registration Division IR, Transvaal, situated at 4 Sports Street, Brakpan, measuring 562 (five hundred and sixty-two) square metres.

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

Building built of brick and plaster and consists of lounge, dining-room, three bedrooms, bathroom, kitchen, shower and outside toilet, garage and carport.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 12th day of September 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Gardens, Bedfordview; P.O. Box 816, Boksburg. (Tel. 917-4631.) (Ref. Mrs Whitson/U00125.)

Saak 304/94

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **Nedcor Bank Beperk,** Eksekusie Eiser, en **G. O. Holmes,** Eksekusieskuldenaar

Kennis geskied hiermee dat ingevolge 'n lasbrief vir eksekusie uitgereik in bovermelde Agbare Hof op 1 September 1994, die onderstaande eiendom te wete:

Erf 33, Droogefontein Agricultural Holdings, Registrasieafdeling IR, Oos-Transvaal, in eksekusie verkoop sal word op 6 Oktober 1995 om 09:00, aan die hoogste bieër by die kantore van die Landdroshof te Delmas.

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

Woonhuis met buitegeboue.

Voorwaardes van verkoping: 10% (tien persent) van die koopprys in kontant op dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg binne 21 dae vanaf datum van die verkoping verskaf word. Vendukoste is betaalbaar deur die verkoper op datum van veiling.

Geteken te Delmas op hierdie 30ste dag van Augustus 1995.

D. J. Swanepoel, Prokureur vir Eksekusie Eiser, Derde Straat 33, Posbus 207, Delmas, 2210.

Case 435/95
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 **Russon, Sharon Theresa,** 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 26 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 1144, situated in the Township of Bosmont, Registration Division IQ, Transvaal, being 16 Maraisburg Road, Bosmont, Johannesburg.

Measuring: 501 (five hundred and one) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge, three bedrooms and bathroom.

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

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

Dated at Johannesburg on this 12th 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/R.232.)

Case 4985/95
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 **Malindi, Fanelo Enddie,** 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: Erf 366, situated in the Township of Steelpark, Registration Division IQ, Transvaal, being 28 Tungsten Street, Steelpark, Vereeniging.

Measuring: 1 023 (one thousand and twenty-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, family room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of three garages, toilet and laundry 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 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 12th 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/avb/M1036.)

Case 9265/95
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 **Mkhaliphi, Lindi Cynthia,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 24 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 1457, situated in the Township of Spruit View Extension 1, Registration Division IR, Transvaal, being 1457 Major Sibanze Crescent, Spruit View Extension 1, Katlehong, Germiston.

Measuring: 400 (four hundred) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 12th 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/avb/M1107.)

Case 14995/95

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

In the matter between **Allied Bank,** Plaintiff, and **Nathan Plaatjies,** First Defendant, and **Catherine Lucky Plaatjies,** Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the Defendants right, title and interest in and to the following property shall be sold in execution by the Sheriff on Friday, 20 October 1995 at 11:00, at the office of the Sheriff of the Supreme Court, 439 Prince George Avenue, Brakpan, without reserve to the highest bidder:

Certain Erf 18588, Tsakane Extension 8 Township, Registration Division IR, Transvaal, also known as 18588 Tsakane Extension 8, Tsakane, Brakpan, measuring 280 square metres, held by Certificate of Registered Grant of Leasehold TL4317/1990.

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

Dwelling-house: Brick building with tiled roof, with kitchen, lounge, two bedrooms, bathroom, toilet, zozo hut and enclosed with wire/iron fencing.

Conditions of sale:

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

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

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

Dated at Springs on this the 7th day of September 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/JD/B26695.)

Case 00146/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Allied Bank,** Plaintiff, and **Michael Carl Gerhardus Visser,** 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 Thursday, 19 October 1995 at 10:00, at the office of the Sheriff of the Supreme Court, 49 Kempston Avenue, Benoni, without reserve to the highest bidder:

Certain Erf 2284, Crystal Park Extension 3 Township, Registration Division IR, Transvaal, also known as 26 Darter Street, Crystal Park Extension 3, Benoni, measuring 832 square metres, held by Deed of Transfer T3755/1987.

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

Dwelling-house: Brick building with corrugated iron roof, kitchen, lounge, dining-room, two bedrooms, bathroom and toilet.

Conditions of sale:

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

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

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, 49 Kempston Avenue, Benoni.

Dated at Springs on this the 8th day of September 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/JD/B00495.)

Saak 11552/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Bramley, Henry Ramsden,** Eerste Eiser, **Carroll, Elfriede Maria Louise Antonie Sophia,** Tweede Eiseres, **Hague, Maureen Eleanor,** Derde Eiseres, **Hoffman, Aletta Maria Jacoba,** Vierde Eiseres, **Meugens, Jean Wilson,** Vyfde Eiseres, **Van Zyl, Martha Maria Hendrina,** Sesde Eiseres, **Boedel William Villa Vicencio Trust,** No. 12374/90, Sewende Eiser, **Vrey, Jeremias Daniel Nel,** Agtste Eiser, en **Walker, Roy Graham,** Negende Eiser, en **Chamberlain, Robert Matcham,** Eerste Verweerder, en **Schoots, Leonardus Lambertus,** Tweede Verweerder

Ter uitwinning van 'n vonnis in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Gedeelte 314 van die plaas Hekpoort 504, op Woensdag, 18 Oktober 1995 om 12:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die Baju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, voor die verkoping ter insae sal lê:

Gedeelte 314 van die plaas Hekpoort 504, Registrasieafdeling JQ, Noordelike Provinsie, groot 8,7957 (agt komma sewe nege vyf sewe) hektaar, gehou kragtens Sertifikaat van Verenigde Titel T21334/1957 (aanwysings na eiendom—neem die Krugersdorp/Hekpoortpad. Draai links by die T-aansluiting Magaliesburg/Brits. Vir ongeveer 1 km, draai regs by die afdraai na Nooitgedacht verby winkel oor brug. Draai links by die eerste grondpad aan die linkerkant. Volg pad vir ongeveer 800 meter na die eiendom.

Die volgende verbeterings word gemeld alhoewel geen waarborg in verband daarmee gegee kan word nie:

1. Ou vierslaapkamerwoning van steen onder sinkdak, groot sitkamer, badkamer, gekombineerde kombuis en eetkamer, buite waskamer.

2. Nuwe vierslaapkamerwoning van steen onder sinkdak, badkamer, groot kombuis, gekombineerde sit-/eetkamer, buite spens en groot werkswinkel.

3. Drie boorgate (2 toegeruste boorgate), pompregte vanuit rivier.

4. Pakskure en verskeie arbeidershuisies en ander buitegeboue.

5. Huidiglik gebruik vir groente boerdery.

Verkoopvoorwaardes:

1. 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.

2. Afslaersgelde betaalbaar op die dag van verkoping, sal as volg bereken word:

2.1 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (ses duisend rand) met 'n minimum fooi van R100 (eenhonderd rand).

Geteken te Krugersdorp op hierdie 12de dag van September 1995.

J. B. Hugo & Cronje, Tweede Verdieping, Allied Huis, hoek van Human- en Markstraat, Krugersdorp. [Tel. (011) 660-7361.] (Verw. mnr. Louw/bc 12730/52247/8.)

Saak 3453/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Groter Johannesburg Metropolitaanse Oorgangsraad,** Eiser, en **Brotech, C. C.,** Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 20 Oktober 1995 om 10:00:

Erf 403, Constantia Kloof-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, in die provinsie Gauteng, geleë te Davidstraat 61, Constantia Kloof-uitbreiding 3, distrik Roodepoort, bestaande uit 'n leë standplaas.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word; dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl, Prokureur vir Eiser, Louw & Heylgebou, Property Park, Ontdekkersweg 389C, Roodepoort. (Tel. 475-5090.)

Saak 9656/86

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Trustbank,** Eksekusieskuldeiser, en **Catharina Johanna Magdalena Zwiegelaar,** Ekseksusieskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 17 Desember 1986 en daaropvolgende lasbrief vir eksekusie die hiernagenoemde eiendom op Vrydag, 27 Oktober 1995 om 15:00, te die Balju vir die Landdroshof, Vierde Straat 66, Springs, geregtelik verkoop sal word, naamlik:

Erf 376, Selection Park, Springs, bekend as Goodmanstraat 17, Selection Park, groot 1 176 (een een sewe ses) vierkante meter, gehou kragtens Transportakte T44223/90.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Springs, ter insae lê en behels onder andere die volgende:

1. 10% (tien persent) van die koopsom op datum van veiling;
2. balans koopsom, plus rente binne 14 dae vanaf datum van veiling;
3. besit onderhewig aan enige huurkontrak.

Gedateer te Springs op hede hierdie 11de dag van September 1995.

A. C. Kruger & Van der Westhuizen Prokureurs, Prokureurs vir Eksekusieskuldeiser, Agtste Straat 23, Posbus 930, Springs. (Tel. 362-6624/5/6/7.)

Case 8273/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **GBS Mutual Bank,** formerly Grahamstown Building Society, Plaintiff, and **Welgevonden Park 74 CC,** First Defendant, **Nigel Victor Hansel,** Second Defendant, and **Rory Bradley Hansel,** Third Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 19 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Portion 74 (a portion of Portion 29) of the Farm Faroasfontein 372, Registration Division IQ, Transvaal, in extent 1,0010 (one comma nought nought one nought) hectares, held under Deed of Transfer T62744/92 subject to the conditions referred to therein.

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

Dwelling consisting of eight rooms, kitchen, two bathrooms and two garages.

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

Dated at Pretoria this 18th day of September 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S311/93.)

Case 19176/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Botha: Catherine Aileen,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 19 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 Remaining Extent of Lot 1378, Bezuidenhout Valley Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situation 116 North Avenue, Bezuidenhout Valley, area 496 (four hundred and ninety-six) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom and four other rooms.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4894E/mgh/tf.)

Case 18240/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mbatha: Dumisani Ndumiso,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 19 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 2607, Kensington Township, Registration Division IR, Transvaal, situation 21 Orwell Street, Kensington, area 676 (six hundred and seventy-six) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom and five other rooms.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4817E/mgh/tf.)

Case 18535/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Van Wyk: Shaune Ivor,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 19 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 11, as shown and more fully described on Sectional Plan SS136/1984 in the building or buildings known as The Glen, situated at Yeoville Township (Local Authority Johannesburg) of which the floor area, according to the said sectional plan is 44 (forty-four) square metres in extent, and

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

Situation: 204 The Glen, 38 Minors Street, Yeoville.

Improvements (not guaranteed): Bedroom, bathroom and two other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable 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 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4842E/mgh/tf.)

Case 9927/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Luis: Alberto da Silva,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Vereeniging, at De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 19 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Portion 70 (a portion of Portion 5) of the Farm Bronkhorstsfontein 329, Registration Division IQ, Transvaal, situation Portion 70 (a portion of Portion 5) of the Farm Bronkhorstsfontein 329, Vereeniging Road, area 8,8341 (eight comma eight three four one) hectares.

Improvements (not guaranteed): Bedroom, kitchen and lounge.

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

Dated at Johannesburg on this the 14th day of September 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY57E/mgh/tf.)

Case 18540/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Steenkamp: Frederick,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 20 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 601, Davidsonville Extension 2 Township, Registration Division IQ, Transvaal, situation 630 Greece Street, Davidsonville Extension 2, area 290 (two hundred and ninety) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom and two other rooms.

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

Dated at Johannesburg on this the 8th day of September 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4830E/mgh/tf.)

Case 8275/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **GBS Mutual Bank,** formerly Grahamstown Building Society, Plaintiff, and **Welgevonden Park 73 CC,** First Defendant, **Nigel Victor Hansel,** Second Defendant, and **Rory Bradley Hansel,** Third Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 19 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Portion 73 (a portion of Portion 29) of the Farm Faroasfontein 372, Registration Division JQ, Transvaal, in extent 1,0010 (one comma nought nought one nought) hectares, held under Deed of Transfer T62743/92 subject to all the conditions referred to therein.

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

Dwelling consisting of seven rooms, kitchen, two bathrooms, servant's room and garage.

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

Dated at Pretoria this 18th day of September 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S310/93.)

Saak 11016/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Jiyane, Mduduzi Cyril,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 19 Oktober 1995 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 2468, Protea Glen-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, die provinsie Gauteng, groot 264 vierkante meter (ook bekend as Erf 2468, Protea Glen-uitbreiding 1, Soweto).

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

Woonhuis met sitkamer, twee slaapkamers, badkamer en kombuis.

Datum: 18 September 1995.

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

Case 851/95

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Christopher Anthony Stanfield,** Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per centum) by the Sheriff at 182 Leeuwpoort Street, Boksburg on 20 October 1995 at 11:15, where the conditions of sale may be inspected:

Erf 1511, Impala Park Extension 1, Boksburg, Registration Division IR, the Province of Gauteng, held under Deed of Transfer T38442/1993, known as 35 Findle Street, Witkoppie Ridge, Impala Park, Boksburg, measuring 864 square metres.

Improvements (which are not guaranteed to be correct): *Main building:* Entrance hall, lounge, dining-room, three bedrooms and bathroom/toilet.

Outbuildings: Garage, store-room and concrete driveway.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Case 39863/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Jonathan Patrick Kamanga,** First Defendant, and **Justina Kamanga,** Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 19 October 1995 at 10:00:

(a) Section 6 as shown on Sectional Plan SS217/84 in the building Elizabeth Court, situated at Erf 1497, Pretoria Local Authority, City Council of Pretoria, measuring 65 (sixty-five) square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST 103289/1994 dated 20 December 1994; known as 6 Elizabeth Court, 201 Church Street, Pretoria West.

Particulars are not guaranteed.

Flat: Family room, kitchen, bedroom and bathroom.

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

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-443634/JAA/M. Oliphant.)

Case 1521/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Abraham Joannes Groenewald,** 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, 20 October 1995 at 11:00:

Holding 4 in the Christiaansville Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,5533 hectare known as 4 Klippan Road, Christiaanville Agricultural Holdings.

Particulars are not guaranteed.

Dwelling: Lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms, study, scullery and laundry.

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-434219/JAA/M. Oliphant.)

Case 45140/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Daniel Peter Jooste,** Verweerder

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 19 October 1995 at 10:00:

(a) Unit 24 as shown on Sectional Plan SS220/84 in the building Henriette, situated at Erf 1789, Pretoria, Local Authority, City Council of Pretoria, measuring 42 square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST37615/1994 dated 27 May 1994, known as Flat 25, Henriette Flats, 324 Soutter Street, Pretoria West.

Particulars are not guaranteed.

Flat: Lounge, kitchen, bedroom and bathroom. Carport.

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

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) [Ref. N1/B-443679(439408)/JAA/M. Oliphant.)

Case 6952/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Christiaan Cornelius le Roux,** First Defendant, and **Jacobina Lauricka Combrinck le Roux,** 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, 20 October 1995 at 11:00:

(a) Deel 21 as shown and on Sectional Plan SS485/1991 in the building Juanpark, situated at Doornpoort Township, Local Authority, City Council of Pretoria, is measuring 127 square metres; and

(b) An undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST897/94 dated 6 January 1994, known as Flat 21, Juan Park, 30 Sandvygie Street, Doornpoort.

Particuarls are not guaranteed.

Flat: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and two garages.

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-419210/JAA/M. Oliphant.)

Saak 4382/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Gunter Toot Bohm,** Eksekusieskuldenaar

Ter uitwinning van 'n vonnis gedateer 18 Augustus 1995 deur die Landdroshof, Springs, en 'n lasbrief vir eksekusie, sal die hieronder vermelde eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van die Landdroshof, Springs, op Vrydag, 27 Oktober 1995 om 15:00, by die kantore van die Balju, van die Landdroshof, Springs, geleë te Vierde Straat 66, Springs, op voorwaardes wat deur die Balju van die Landdroshof, Springs, gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, Springs, voor die verkoping ter insae sal lê:

Gedeelte 2 van Ef 208, New State Areas-dorpsgebied IR, provinsie Gauteng, gehou kragtens Akte van Transport T48564/93, groot 1 404 (eenduisend vierhonderd-en-vier) vierkante meter.

Die volgende verbeteringe skyn op die eiendom te wees maar word niks in hierdie verband gewaarborg nie: Steengebou met teëldak, drie slaapkamers, sitkamer, kombuis, badkamer en motorafdak.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg wat verskaf moet word binne een-en-twintig (21) dae vanaf datum van die verkoping. Vendukoste is betaalbaar deur die koper die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju van die Landdroshof, Springs, vir 'n belangstellendes.

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

W. Rossouw, vir Rossouw & Rossouw, Prokureur vir Eksekusieskuldeiser, Vyfde Straat 60, Springs. (Verw. mnr. Rossouw/il/5123.)

Saak 992/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **F & F Trusses CC,** Eksekusieskuldeiser, en **Ian Clive Bruce,** Eksekusieskuldenaar

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom naamlik:

Eiendom: Gedeelte 61, plaas Nietgedacht 535, Krugersdorp, ligging Plot 130, Nietgedacht, Krugersdorp, in eksekusie verkoop op 25 Oktober 1995 om 10:00, deur die Balju by sy kantoor te Klaburghof, Ockersestraat 22B, Krugersdorp.

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

Swart Redelinghuys Nel & Vennote, Nedbank Mediese Sentrum 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. AduP/FDJ/VF198.)

Case 8385/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **De Reuck, Frederick William George,** First Defendant, and **De Reuck, Denicee Precille,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 949, in the Township of Mondeor, Registration Division IR, the Province of Gauteng, in extent 1 041 (one thousand and forty-one) square metres, situated at 138 Brabazon Street, Mondeor, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, pantry, three bedrooms, two bathrooms, shower and two w.c.'s. *Outbuildings:* Two garages, servant's quarters, store-room, w.c., laundry, concrete boundary walls, paving and swimming-pool.

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

Dated at Johannesburg on this the 14th day of September 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6761.)

Saak 5808/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank,** Eksekusieskuldeiser, en **Mancha Johnson Meela,** Eerste Eksekusieskuldenaar, en **Xoliswa Petronella Meela,** Tweede Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros, Pietersburg, toegestaan het op 11 Augustus 1995, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 20 Oktober 1995 om 10:00, by die Landdroskantore, Pietersburg, aan die hoogste bieder, naamlik:

Erf 270, Peninapaek-dorpsgebied, Registrasieafdeling LS, Noordelike Provinsie, groot 1 582 (een vyf agt twee) vierkante meter, gehou kragtens Akte van Transport T12217/95.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Mutalelaan 36, Penina Park, Pietersburg, gebou van steen en bestaan uit: Ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en studeerkamer. Buitegeboue bestaande uit dubbelmotorhuis en motorafdak.

Terme: Die veilingskostes plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 14de dag van September 1995.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioniersentrum, Marestraat 52, Pietersburg. (Verw. Mnr. Nel/LF/ANU030.)

Saak 3645/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited,** Eiser, en **I-Craw Architectural CC,** Eerste Verweerder, en **Craig Renier de Bruyn,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 17 Oktober 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Eenheid 2—Casa Liana: Vloeroppervlak: 158 vierkante meter, deelnemingskwota: 2,8733, gehou deur ST133-2/1994.

Eenheid 4—Casa Liana: Vloeroppervlak: 158 vierkante meter, deelnemingskwota: 2,8733, gehou deur ST133-4/1994.

Eenheid 6—Casa Liana: Vloeroppervlak: 158 vierkante meter, deelnemingskwota: 2,8733, gehou deur ST133-6/1994.

Eenheid 7—Casa Liana: Vloeroppervlak: 158 vierkante meter, deelnemingskwota: 2,8733, gehou deur ST133-7/1994.

Eenheid 8—Casa Liana: Vloeroppervlak: 158 vierkante meter, deelnemingskwota: 2,8733, gehou deur ST133-8/1994.

Eenheid 11—Casa Liana: Vloeroppervlak: 158 vierkante meter, deelnemingskwota: 2,8733, gehou deur ST133/11/1994.

Eenheid 12—Casa Liana: Vloeroppervlak: 158 vierkante meter, deelnemingskwota: 2,8733, gehou deur ST133-12/1994.

Eenheid 13—Casa Liana: Vloeroppervlak: 158 vierkante meter, deelnemingskwota: 2,8732, gehou deur ST133-13/1994.

Eenheid 16—Casa Liana: Vloeroppervlak: 158 vierkante meter, deelnemingskwota: 2,8732, gehou deur ST133-16/1994.

Eenheid 18—Casa Liana: Vloeroppervlak: 158 vierkante meter, deelnemingskwota: 2,8732, gehou deur ST133-18/1994.

Eenheid 20—Casa Liana: Vloeroppervlak: 220 vierkante meter, deelnemingskwota: 4,1280, gehou deur ST133-20/1994.

Eenheid 21—Casa Liana: Vloeroppervlak: 227 vierkante meter, deelnemingskwota: 4,1280, gehou deur ST133-21/1994.

Eenheid 22—Casa Liana: Vloeroppervlak: 227 vierkante meter, deelnemingskwota: 4,1280, gehou deur ST133-22/1994.

Eenheid 24—Casa Liana: Vloeroppervlak: 227 vierkante meter, deelnemingskwota: 4,1280, gehou deur ST133-24/1994.

Eenheid 25—Casa Liana: Vloeroppervlak: 227 vierkante meter, deelnemingskwota: 4,1280, gehou deur ST133-25/1994.

Eenheid 26—Casa Liana: Vloeroppervlak: 227 vierkante meter, deelnemingskwota: 4,1280, gehou deur ST133-26/1994.

Eenheid 30—Casa Liana: Vloeroppervlak: 227 vierkante meter, deelnemingskwota: 4,1280, gehou deur ST133-30/1994;

en die gemeenskaplike eiendom en die reg van uitbreiding (saaklike regte) soos geregistreer onder SK1566/1994S soos bepaal deur die bepalings van artikel 15 (1) Wet No. 95/86 (saaklike regte), geleë op Erf 2083, Meyersdal-uitbreiding 13-dorpsgebied, Registrasieafdeling IR, in die provinsie Pretoria–Witwatersrand–Vereeniging, bekend as Johan Gertzenstraat 8, Meyersdal-uitbreiding 13, Alberton.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Sonering: Residensieel 3.

Verbeterings: Bestaande uit teëldak met gepleisterde mure.

Eenhede 2, 4, 6, 7, 8, 11, 12, 13, 16, 18 bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, stort en twee toilette.

Buitegeboue: Motorafdak.

Eenhede 20, 21, 22, 24, 25, 26, 30 bestaande uit sitkamer, eetkamer, familiekamer, kombuis, ingangsportaal, drie slaapkamers, twee badkamers, twee storte en drie toilette.

Buitegeboue: Dubbelmotorhuis.

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

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

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

Gedateer te Alberton op hede die 10de dag van Augustus 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton; Posbus 6, Alberton. (Verw. N2983/EU/PP.)

Saak 3342/94
PH 239

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk,** Eiser, en **Maponya, Drake Kgaloshi,** Eerste Verweerder, en **Maponya, Dorcas Mamasoko,** Tweede Verweerder

Kragtens 'n hofbevel van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) gedateer 15 Junie 1994, sal 'n eksekusie verkoping gehou word op 19 Oktober 1995 om 09:00, by Marshallstraat 131, Johannesburg, van die volgende onroerende eiendom:

Erf 1094, Chiawelo-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 142 (eenhonderd twee-en-veertig) vierkante meter, geleë te Budeelistraat 1094, Chiawelo, gehou kragtens Akte van Transport T42892/1992.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie:

Besigheidsperseel bestaande uit voorbereidings- en verkoopsarea, opwasplek, mans- en damestoilette en stoorkamer.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Marshallstraat 131, Johannesburg, of die Eiser se prokureurs, F. M. Heynike, Derde Verdieping, Evapark, hoek van Judgeslaan- en D. F. Malanrylaan, Cresta.

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

F. M. Heynike, Prokureur vir die Eiser, p.a. National Security Corp Ltd, 10de Verdieping, Glencairngebou 73, Marketstraat, Johannesburg. (Tel. 476-7871/2/3.) (Mnr. Heynike/jhl/K821.)

Saak 1586/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Trans-Kaap Boerdery BK,** Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 2 Februarie 1994, sal die volgende eiendom te die plaas Valleifontein 113, Lichtenburg, per publieke veiling verkoop word op 27 Oktober 1995 om 09:00:

Resterende gedeelte van Gedeelte 76, van die plaas Valleifontein 113, Registrasieafdeling JO, Transvaal, groot 82,2496 (twee-en-tagtig komma twee vier nege ses) hektaar, gehou kragtens Akte van Transport T66549/92.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantore van Mnre. Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

Geteken te Lichtenburg op hierdie 1ste dag van September 1995.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/A00014/mb.)

Saak 69072/93
PH 264

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank of SA Ltd,** Eiser, en **Ntsomphe Paul Hlahane,** Eerste Verweerder, en **Eddie Makube Hlahane,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Johannesburg, gehou te Johannesburg, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word deur die Balju voor die Hofgebou, Foxstraat-ingang, op 20 Oktober 1995, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Balju Von Brandisstraat 32, Johannesburg, voor die verkoping ter insae sal lê:

Sekere Erf 1558, Makapanstraat, Moroka, Soweto-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 328 (driehonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport TL54882/1991.

Die volgende inligting word verskaf i/s verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Eetkamer, sitkamer, drie slaapkamers, badkamer, motorhuis en afdak.

Die Erf is as woongebied verklaar.

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

Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opberengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand), minimum heffing R100 (eenhonderd rand).

Gedateer te Johannesburg op die 13de dag van September 1995.

Van der Walt & Moll Ing., Eiser se Prokureurs, 312 Volkskasgebou, Markstraat 76, Johannesburg. (Tel. 834-1517.) (Verw. mev. R. Nell/S537.)

Saak 13698/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Hutchinson, Stephanus Petrus,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju van Johannesburg, te Marshallstraat 131, Johannesburg, op 26 Oktober 1995 om 10:00, van die ondervermelde eiendom van die Verweerder, welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Johannesburg, voor die verkoping ter insae sal lê:

(1) Sekere Erf 1284, Malvern-dorpsgebied, Johannesburg, Registrasieafdeling IR, Transvaal, groot 495 (vier nege vyf) vierkante meter (ook bekend as Armantstraat 102, Malvern, Johannesburg).

Die volgende inligting word verskaf i/s verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met sinkdak bestaande uit sitkamer, eetkamer, kombuis, spens, drie slaapkamers, badkamer/toilet en aparte toilet. Buitegeboue bestaande uit: Geen.

(2) Sekere Erf 1286, Malvern-dorpsgebied, Johannesburg, Registrasieafdeling IR, Transvaal, groot 495 (vier nege vyf) vierkante meter (ook bekend as Armantstraat 102, Malvern, Johannesburg).

Woonhuis met sinkdak bestaande uit: Sitkamer, eetkamer, kombuis, spens, drie slaapkamers, badkamer/toilet en aparte toilet. Buitegeboue bestaande uit: Geen.

(3) Sekere Erf 1288, Malvern-dorpsgebied, Johannesburg, Registrasieafdeling IR, Transvaal, groot 495 (vier nege vyf) vierkante meter (ook bekend as Armantstraat 102, Malvern, Johannesburg).

Die volgende inligting word verskaf i/s verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met sinkdak bestaande uit sitkamer, eetkamer, kombuis, spens, drie slaapkamers, badkamer/toilet en aparte toilet. Buitegeboue bestaande uit: Geen.

(4) Sekere Erf 1290, Malvern-dorpsgebied, Johannesburg, Registrasieafdeling IR, Transvaal, groot 495 (vier nege vyf) vierkante meter (ook bekend as Armantstraat 102, Malvern, Johannesburg).

Die volgende inligting word verskaf i/s verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met sinkdak bestaande uit sitkamer, eetkamer, kombuis, spens, drie slaapkamers, badkamer/toilet en aparte toilet. Buitegeboue bestaande uit: Geen.

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

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

Gedateer te Johannesburg op hierdie die 15de dag van September 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z24042.)

Saak 15828/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Lekopa, Saltiel,** Eerste Verweerder, en **Lekopa, Rosina,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Kalburnhof, Ockersestraat 22B, Krugersdorp, op 25 Oktober 1995 om 10:00, van ondervermelde eiendom van die Verweerder, welke voorwaardes by die kantore van die Balju van die Hooggeregshof Krugersdorp, voor die verkoping ter insae sal lê:

Sekere Erf 10859, Kagiso-uitbreiding 6, dorpsgebied Krugersdorp, Registrasieafdeling IQ, Transvaal, groot 276 (twee sewe ses) vierkante meter.

Die volgende inligting word verskaf i/s verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, slaapkamer. Buitegeboue bestaande uit: Geen.

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

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

Gedateer te Johannesburg op hierdie die 19de dag van September 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z24457.)

Saak M51/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE KWAMHLANGA

In die saak tussen **Standard Bank van Suid-Afrika,** Eiser, en **Jeremiah Msiza,** Verweerder

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 12 Augustus 1995 toegestaan is, op 8 November 1995 om 11:00, te die betrokke perseel, naamlik Landdroskantoor Mdutjana, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Balju kantoor, Mdutjana, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 843, geleë in die dorpsgebied Siyabuswa B, in die distrik Mdutjana, groot 730 vierkante meter, gehou kragtens onder Grondbrief 505/90.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserwe prys is sal dit op die dag van die veiling bekend gemaak 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 die datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede hierdie 14de dag van September 1995.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Posbus 402, Bronkhorstspruit. [Tel. (01212) 22911/2.] (Verw. mnr. Kilian/aj/SBK 44.)

Saak 27601/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Nagler, Jason Paul,** Eerste Verweerder, en **Nagler, Jovanka,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Hooggeregshof Alberton, te Terrace-gebou, Eaton Terrace 1, New Redruth, Alberton, op 17 Oktober 1995 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die afslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, voor die verkoping ter insae sal lê:

Erf 29, Raceview-dorpsgebied, groot 1 000 vierkante meter, geleë te Sadristraat 5, Raceview, Alberton.

Bestaande uit: Hoofgebou: Drie slaapkamers, twee badkamers, kombuis, eetkamer en sitkamer.

Buitegeboue: Bediendekamer, toilet/stort, motorhuis, swembad en lapa.

Konstruksie: Grasdak en baksteen mure.

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

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.

Vendusiekoste 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) op die balans daarvan, tot 'n maksimum kommissie van R6 000 (sesduisend rand) en 'n minimum van R100 (eenhonderd rand).

Smit & Marais, Eiser se Prokureurs, 11de Verdieping, Schreiner Chambers, Pritchardstraat 94, Posbus 1693, Johannesburg. (Tel. 333-7128/9.) (Verw. J. F. Smit/ls/582-94.)

Case 9245/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Gideon Christoffel Jacobus Nell,** Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 19 October 1995 at 10:00 of:

Erf 767, situated in the Town Pretoria Gardens Extension 2, Registration Division JR, Transvaal, measuring 997 square metres, known as 477 Hanny Street, Pretoria Gardens Extension 2.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, four bedrooms, two bathrooms, toilet and study.

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-434201/JAA/J. S. Herbst.)

Case 68197/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Gunvantrai Gosai Mistry,** Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 19 October 1995 at 10:00 of:

Erf 1244, situated in the Township of Claudius Extension 1, Registration Division JR, Transvaal, measuring 856 square metres, known as 33 Jumna Street, Claudius Extension 1.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two and a half bathrooms, double garage, staff room and toilet.

Inspect conditions at Sheriff, Pretoria North-West, Room 202, 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-448594(419260)/JAA/J. S. Herbst.]

Case 4621/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Nico Botha,** First Defendant, and **Gesina Carolina Botha,** 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, 20 October 1995 at 10:00 of:

Erf 237, Clarina Township Extension 3, Registration Division JR, Transvaal, measuring 905 square metres, known as 13 Wessel Avenue, Clarina Extension 3.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms and bathroom.

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-443654/JAA/J. S. Herbst.)

Case 6289/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Rudolf Johannes Barnard,** First Defendant, and **Hermina Susanna Barnard,** 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, 20 October 1995 at 11:00 of:

Erf 816, Sinoville Township, Registration Division JR, Transvaal, measuring 991 square metres, known as 270 Steenbras Street, Sinoville.

Particulars are not guaranteed.

Dwelling with entertainment room, lounge, dining-room, family room, study, kitchen, laundry, four bedrooms, bathroom, staff room, garage, three carports and w.c.

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-434260(379771)/JAA/J. S. Herbst.]

Case 16791/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

A sale in execution will be held on Friday, 20 October 1995 at 10:00, by the Sheriff for Swartruggens, in front of the Magistrate's Office, Jan van Riebeeck Street, Swartruggens, of:

Erf 506, Rodeon Township, Registration Division JP, Transvaal, in extent 1 487 square metres, known as 39 Jan van Riebeeck Street, Swartruggens.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, six bedrooms, three bathrooms (bathroom, toilet and shower, toilet and shower, toilet) and bar.

Inspect conditions at Sheriff, Swartruggens, Sarel Cilliers Street, Rodeon Kelders, Swartruggens.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-414185/JAA/J. S. Herbst.)

Saak 1864/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank Beperk,** Eiser, en **Barend Jacobus Viljoen,** Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 25 Julie 1995, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 18 Oktober 1995 om 12:00, aan die hoogste bieder, naamlik:

Erf 661, Leslie-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 091 (eenduisend een-en-negentig) vierkante meter, gehou kragtens Akte van Transport T5217/88, beter bekend as Wingatestraat 30, Leslie.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 20ste dag van September 1995.

Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/eh.)

Saak 2719/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Beperk,** Eiser, en **Tricbou (Oos Transvaal) (Edms.) Beperk,** Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 21 Februarie 1994, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 18 Oktober 1995 om 12:00, aan die hoogste bieder, naamlik:

1. Eenheid 1 in die Deeltitelskema bekend as Tricbouwoonstelle 209, geleë te Erf 209, Trichardt; groot 94 (vier-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (1) (Unit), beter bekend as Woonstel 8, Tricbouwoonstelle 209.

2. Eenheid 2 in die Deeltitelskema bekend as Tricbouwoonstelle 209, geleë te Erf 209, Trichardt; groot 94 (vier-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (2) (Unit), beter bekend as Woonstel 7, Tricbouwoonstelle 209.

3. Eenheid 3 in die Deeltitelskema bekend as Tricbouwoonstelle 209, geleë te Erf 209, Trichardt; groot 64 (vier-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (3) (Unit), beter bekend as Woonstel 9, Tricbouwoonstelle 209.

4. Eenheid 4 in die Deeltitelskema bekend as Tricbouwoonstelle 209, geleë te Erf 209, Trichardt; groot 64 (vier-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (4) (Unit), beter bekend as Woonstel 10, Tricbouwoonstelle 209.

5. Eenheid 6 in die Deeltitelskema bekend as Tricbouwoonstelle 209, geleë te Erf 209, Trichardt; groot 64 (vier-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (6) (Unit), beter bekend as Woonstel 12, Tricbouwoonstelle 209.

6. Eenheid 7 in die Deeltitelskema bekend as Tricbouwoonstelle 209, geleë te Erf 209, Trichardt; groot 64 (vier-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST256/90 (7) (Unit), beter bekend as Woonstel 11 Tricbouwoonstelle 209.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bankwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 20ste dag van September 1995.

Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. [Tel. (0136) 34-7788.] (Verw. mev. Louw/eh.)

Saak 2050/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Beperk,** Eiser, en **Juan Koen,** Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 7 Augustus 1995, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 18 Oktober 1995 om 12:00, aan die hoogste bieder, naamlik:

Erf 5321, Secunda-uitbreiding 15-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 858 (agthonderd agt-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T62009/91, beter bekend as Berlinstraat 20, Secunda.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 20ste dag van September 1995.

Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/eh.)

Case 1199/94

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 **Manda Cecilia Brussow,** Defendant

A sale in execution of the property described hereunder will take place on 19 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 369, Highway Gardens North Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 892 (eight hundred and ninety-two) square metres, property also known as 3 Guey Avenue, Highway Gardens Extension 1, Edenvale.

Comprising: Entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, toilet/shower, double garage, snooker room, servant's room/toilet, laundry and brick walling.

A bond can be arranged for an approved purchaser.

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

Dated on this the 12th day of September 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorneys for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19029/KD/PT.)

Case 69725/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **P. B. B. Ndema,** Defendant

In execution of a judgment of the Magistrate's Court of the District of Pretoria, held at Pretoria, in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria South at 142 Struben Street, Pretoria, on 11 October 1995 at 10:00 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 respect of Erf 1770, situated in the Township of Zwartkop Extension 8, Registration Division JR, in the Province of Gauteng, also known as 3 Basalt Street, Swartkop Extension 8, in extent 1 282 (one thousand two hundred and eighty-two) square metres.

The following information is furnished, though in this regard nothing is guaranteed: The property consists of a one storey four bedroomed house, lounge, dining-room, family room, kitchen, two bathrooms and double garages.

Terms: The sale is with reserve. Deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff Pretoria South, within 14 days after the date of the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Pretoria South, Eden Park, Plot 83, corner of Gerhardt Street and Wes Avenue, Lyttelton Agricultural Holdings, Centurion Centre, Centurion.

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

A. J. Weyers, for Weyers & Efstratiou, 775 Schoeman Street, Arcadia, Pretoria. DX 170. (Tel. 343-0849; Fax. 343-0655.) (Ref. Mr Weyers/W1122/94.)

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 De Klerk, Vermaak & Partners, Overvaal Building, 25 Kruger Avenue, Vereeniging on Thursday, 26 October 1995 at 10:00:

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.

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

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

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

Case 25293/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Petronella Bingle du Bruyn,** Defendant

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

Property: Remaining Extent of Erf 404, situated in the Township of Erasmus, Registration Division JR, Transvaal, known as 55 Cathy Street, Erasmus, Bronkhorstspruit.

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

Full conditions of sale can be inspected at the Sheriff Bronkhorstspruit, 30 Bank Street, Bronkhorstspruit, 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/GT2153.)

Case 19283/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mothalo Stanley Sebatana,** Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Church Street, Hendrina, on Wednesday, 25 October 1995 at 10:00:

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

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

Property: Erf 767, situated in the Town KwaZamokuhle Extension 1, Registration Division IS, Transvaal.

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/GT 1916.)

Case 25854/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Petronella Bingle du Bruyn,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at 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 Bank Street, Bronkhorstspruit, and will be read out prior to the sale.

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

Property: Portion 2 of Erf 1001, situated in the Township of Erasmus, Registration Division JR, Transvaal, known as 70 Burger Street, Erasmus, Bronkhorstspruit.

Improvements: Single storey, three bedrooms, two bathrooms, kitchen, lounge, dining-room, family 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/GT 2154.)

Case 14733/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Frederick Jacobus Putter,** First Defendant, and **Susanna Louisa Putter,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Sinodale Building, 234 Visagie Street, Pretoria, on Tuesday, 31 October 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria, and will be read out prior to the sale.

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

Property: Erf 984, situated in the Town Silverton Extension 5, Registration Division JR, Transvaal, known as 858 Loerie Street, Silverton Extension 5.

Improvements: Single storey, three bedrooms, kitchen, lounge, family room, two bathrooms, dining-room, garage and two carports.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2587.)

Case 9345/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Andries Petrus Britz,** First Defendant, and **Cornelia Adriana Hester Maria Britz,** Second Defendant

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

Full conditions of sale can be inspected at the Sheriff, Pietersburg, 56A Bok Street, Pietersburg and will be read out prior to the sale.

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

Property: Plot 7, situated at Elmadal Agricultural Holdings, Registration Division LS, Transvaal.

Improvements: Single storey, four bedrooms, three bathrooms, kitchen, lounge, family room, dining-room, study, two carports, two garages, laundry and granny flat.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2448.)

Case 15178/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mamotse Yvonne Rasimeni,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 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 address and will be read out prior to the sale.

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

Property: Erf 423, Ohenimuri Township, Registration Division IQ, Transvaal.

Improvements: Unimproved land.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2607.)

Case 15044/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Marius Herman Krause,** First Defendant, and **Michelle Rose Krause,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 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 address and will be read out prior to the sale.

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

Property: Erf 432, situated in the Township of Witkop, Registration Division IR, Transvaal.

Improvements: Unimproved land.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2605.)

Case 15179/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sandra Naomi Mudge,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 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 address and will be read out prior to the sale.

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

Property: Portion 3 of Erf 1811, situated in the Town of Henley-on-Klip, Registration Division, IR, Transvaal.

Improvements: Unimproved land.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2606.)

Case 17594/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Buckley Lon Nelson,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 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 South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Remaining extent of Erf 490, Rosettenville Township, situated at 60 Zinnia Street, Rosettenville, Registration Division IR, Transvaal, measuring 496 (four hundred and ninety-six) 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, jacuzzi, bathroom and toilet. *Outbuildings:* Single garage, carport, servant's room and toilet.

The property is zoned Residential.

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

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

Dated at Johannesburg on the 13th 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. B60196/AB.)

Case 10511/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FSA Distribution (Pty) Ltd,** Plaintiff, and **Rampershad, Sudesh,** First Defendant, and **Rampershad, Surendra,** 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, Brakpan, at 439 Prince George Avenue, Brakpan, on Friday, 20 October 1995 at 11:00, of the undermentioned property of the First Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected a the office of the Sheriff prior to the sale:

Certain: Erf 2050, Dalpark Extension 6 Township, Registration Division IR, Transvaal, situated at 41 Gamkarivier Street, Dalpark Extension 6, Brakpan, area 1 004 (one thousand and four) square metres.

Improvements: (Not guaranteed): Lounge, living-room, dining-room, three bedrooms, two bathrooms, kitchen and garage.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee, to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and therafter 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.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. F1843/DA/tf.)

Saak 2182/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **P. P. T. Moorosi,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 4 Julie 1995 en 'n lasbrief vir eksekusie gedateer 5 Julie 1995 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni te Landdroshof, Harpurlaan, Benoni, op Woensdag, 25 Oktober 1995 om 11:00:

Gedeelte 1 van Hoewe 7, Benoni-Noord-landbouhoewes, Registrasieafdeling IR, die provinsie Gauteng, groot 1,1155 (een komma een een vyf vyf) hektaar, gehou kragtens Akte van Transport T46047/1991, geleë te hoek van Kirshner- en Lennox-straat, Benoni-Noord-landbouhoewes.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Leë landbouhoewe.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Benoni, te Liverpool Park 12, Liverpoolweg, Benoni-Suid.

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

3. Koopprys is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 20ste dag van September 1995.

Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilest-gebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/MH/AT1144.)

Saak 2182/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **P. P. T. Moorosi,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 4 Julie 1995 en 'n lasbrief vir eksekusie gedateer 5 Julie 1995 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni te Landdroshof, Harpurlaan, Benoni, op Woensdag, 25 Oktober 1995 om 11:00:

Gedeelte 13 van Erf 7365, Benoni-uitbreiding 33-dorpsgebied, Registrasieafdeling IR, die provinsie Gauteng, groot 1 264 (eenduisend tweehonderd vier-en-sestig) vierkante meter, gehou kragtens Akte van Transport T45699/1993, geleë te Shiraz-straat 4, Alphen Park, Benoni.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis met teëldak bestaande uit ingangsportaal, twee sitkamers, eetkamer, studeerkamer, familiekamer, speelkamer met jacuzzi, vier slaapkamers, drie badkamers, twee toilette, kombuis, opwaskamer, waskamer, buitebadkamer met volledige badkamer, stoorkamer, drie motorhuise en afdak.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Benoni, te Liverpool Park 12, Liverpoolweg, Benoni-Suid.

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

3. Koopprys is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 20ste dag van September 1995.

Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilest-gebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/MH/AT1144.)

Case 1115/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Susan Ribeiro,** Defendant

A sale in execution will be held at 11:00 on 20 October 1995 at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord of:

Portion 4 of Erf 1694, situated in the Township of Pretoria North, Registration Division JR, Transvaal, measuring 2 552 square metres, known as 97 Generaal Beyers Street, Pretoria North.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, thatch roof, fitted carpets, tiles, pvc, lounge, kitchen, three bedrooms, 1½ bathrooms, shower, two w.c.'s, workroom. *Flatlet:* Lounge/dining, kithcen, bedroom, bathroom, servant's room, w.c., shower, fenced, brick walls, front brick wall, gates, brick, stone paving and bore-hole.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Wonderboom.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1256.)

Case 13907/94
PH 53

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Brummer, Jacobus Johannes,** First Defendant, and **Brummer, Louisa,** Second Defendant

In pursuance of a judgment in the Supreme Court of Johannesburg, District of Boksburg and a writ of execution the property listed hereunder which was attached on 4 May 1995 will be sold in execution on Friday, 20 October 1995 at 11:15, at the offices of the Sheriff of the Supreme Court, Boksburg, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 648, Beyers Park Extension 14, situated at 23 Patricia Crescent, Beyers Park, Boksburg, and consisting of the following:

A building of brick and plaster under a tiled roof consisting of:

Kitchen, lounge, dining-room, two bathrooms, three toilets, four bedrooms, study, swimming-pool and braai area.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, Boksburg, 182 Leeuwpoort Street, Boksburg.

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

Austin Jordaan, Plaintiff's Attorneys, c/o Moss Cohen & Partners, 10 Girton Road, Parktown; P.O. Box 659, Johannesburg. (Tel. 643-7223.) (Ref. Mr Sandler/jr/N.16812.)

Case 12093/94

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

In the matter between **First National Bank of SA Limited,** Plaintiff, and **Hendrik Cornelessen,** First Defendant, and **Maryna Amanda Cornelessen,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 4 November 1994 the following property will be sold in execution on Friday, 27 October 1995 at 11:15, Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder viz:

Erf 71, Jansen Park Township, Registration Division IR, Transvaal, measuring 1 090 (one thousand and ninety) square metres, being 21 Vickers Street, Jansen Park, Boksburg.

Comprising: Single-storey dwelling, entrance hall, lounge, family room, dining-room, study, kitchen, three bedrooms, bathroom, shower, two toilets, double garage, swimming-pool, servants' quarters with 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 Germiston on this 6th day of September 1995.

A. L. Freedman, for M. Levine & Freedman, Plaintiff's Attorneys, 201-5 United Building, 177 President Street; P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/30454 (G).]

Case 15785/95
PH 2

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Wentzel, Hermanus Christoffel,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, on 24 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 offices of the Sheriff, Randburg:

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

Dwelling, swimming-pool and outbuildings.

Being: Erf 1642, situated at Ferndale Extension 8 Township, measuring 1 484 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T44452/1981.

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 charge R200 (two hundred rand).

Dated at Randburg this 12th day of September 1995.

Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg, c/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/ae.)

Case 50480/91

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

In the matter between **J S M Investments (Pty) Limited,** Plaintiff, and **Mr Ashrafali Mohamed Abed,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 11 July 1991 and subsequent warrant of execution the following property will be sold in execution on 20 October 1995 at 10:00, at the offices of the Sheriff, 41A Beaconsfield Avenue, Vereeniging, namely:

Erf 315, Zakariyya Park Extension 1 Township, Registration Division IQ, Transvaal, also known as Plot 315, Clove Drive, Zakariyya Park Extension 1.

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

Three bedroomed house under tiles with no garage, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Vereeniging, and contain *inter alia* the following provisions:

1. 10% (ten per centum) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

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

Kallmeyer & Strime, Second Floor, Sanlam Arena, Entrance 3, 10 Cradock Avenue, Rosebank; P.O. Box 9485, Johannesburg, 2000. (Tel. 447-7880.) (Ref. VS/URB213.)

Case 02184/92
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 **Tshukudu, Mmakoloi Eustacis,** First Defendant, and **Tshukudu, Martha Thembi Msiza,** 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, 26 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, Johannesburg North at 131 Marshall Street, Johannesburg:

Erf 1112, Berea Township, Registration Division IR, Transvaal, measuring 495 m^2, held by the Defendants under Deed of Transfer T466/1991, being 77 High Street, Berea, Johannesburg.

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

The dwelling consists of: lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

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

Dated at Johannesburg this 1st day of September 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 102413/Mr Livingstone/le.)

Case 8347/95
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 **Naidoo, Yogesh Vijaya,** First Defendant, and **Naidoo, Angeline,** 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 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 24 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 723, Sundowner Extension 11 Township, Registration Division IQ, Transvaal, measuring 1 070 m^2, held by the Defendants under Deed of Transfer T10378/94, being 723 Waterdraer Street, Sundowner Extension 11, Randpark Ridge.

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

The property consists of entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms/w.c./shower, kitchen, scullery, pantry, two garages, outside w.c./shower and 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg this 5th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3173/JHBFCLS/Mr McCallum/cvdn.)

Case 14207/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, the 24th October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The Right of Leasehold in respect of Erf 379, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL3131/89, being Stand 379, Likole Extension 1, Katlehong, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists 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 centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 23rd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z97978/ERFCLS/Mr Preiss/lp.)

Case 29268/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Nhlapo, Christmas Joseph,** First Defendant, and **Nhlapo, Meliswiwe Lettie,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 24 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The Right of Leasehold in respect of Erf 713, Spruitview Extension 1 Township, Registration Division IR, Transvaal, measuring 709 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL12495/89, being Stand 713, Dr P. W. Mgiba Avenue, Spruitview Extension 1, Katlehong, Alberton.

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

The property consists of lounge, kitchen, three bedrooms, bathroom and toilet.

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

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

Dated at Johannesburg this 24th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1702/ERFCLS/Mr Preiss/lp.)

Case 27133/94
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 **Mahlangu, David Andries,** First Defendant, and **Mahlangu, Masesi Mildred,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 24 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The Right of Leasehold in respect of Erf 939, A.P. Khumalo Township, Registration Division IR, Transvaal, measuring 260 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL37115/86, being Stand 939 AP Khumalo, Katlehong, Alberton.

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

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

Dated at Johannesburg this 23rd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1278/ERFCLS/Mr Preiss/lp.)

Case 17397/95
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 **Beeby, William James,** First Defendant, and **Beeby, Elizabeth Susanna Johanna,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg on Thursday, 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 for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 0156, Moffatview Township, Registration Division IR, Transvaal, measuring 612 m², held by the Defendants under Deed of Transfer T26970/1994, being 95 Outspan Road, Moffatview.

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

The property consists of lounge, family room, four bedrooms, kitchen, bathroom/w.c., single garage, playroom and outside bathroom/w.c.

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

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

Dated at Johannesburg this 4th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5102/JHBFCLS/Mr McCallum/cvdn.)

Case 16036/95
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 **Walker, Steven Clifford,** First Defendant, and **Sones, Angela Julie,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 20 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 341, Wilgeheuwel Extension 3 Township, Registration Division IQ, Transvaal, measuring 1 100 m², held by the Defendants under Deed of Transfer T44637/1994, being 1165 Tauber Street, Wilgeheuwel Extension 3.

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

The property consists of entrance hall, three bedrooms, kitchen, bathroom/w.c., scullery and garage.

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

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

Dated at Johannesburg this 1st day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4743/JHBFCLS/Mr McCallum/cvdn.)

Case 15822/95
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 **Campbell, Archibald,** First Defendant, and **Campbell, Naomi Sharon,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 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 for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Portion 3 of Erf 692, Elandspark Township, Registration Division IR, Transvaal, measuring 612 m², held by the Defendants under Deed of Transfer T22600/1994, being 197 Sangiro Avenue, Elandspark.

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

The property consists of lounge, dining-room, three bedrooms, bathroom, separate w.c. and kitchen.

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

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

Dated at Johannesburg this 1st day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4700/JHBFCLS/Mr McCallum/cvdn.)

Case 12158/95
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 **Nkombyane Malamulele Derrick,** 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 for the Supreme Court Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 687, Protea Glen Township, Registration Division IQ, Transvaal, measuring 270 m², held by the Defendant under Deed of Transfer TE 1270/1994, being 687 Protea Glen, P O Chiawelo, Soweto West.

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

The property consists of dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

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

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

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3761/JHBFCLS/Mr McCallum/cvdn.)

Case 17259/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mahlangu Ndambo Thomas,** First Defendant, and **Mahlangu Anna Thandiwe,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 8 Park Street, Kempton Park, on Thursday, 26 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 636, Tlamatlama Township, Registration Division IR, Transvaal, measuring 262 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL30091/88, being 636 Tlamatlama Section, Tembisa, Kempton Park.

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

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

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

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

Dated at Johannesburg on this 15th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z71252/ERFCLS/Mr Preiss/lp.)

Case 23700/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 26 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Kempton Park, at 8 Park Street, Kempton Park.

The right of leasehold in respect of Lot 112, Motsu Township, Registration Division IR, Transvaal, measuring 254 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL45841/85, being 112 Motsu Section, Tembisa, Kempton Park.

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

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of 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 15th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z50629/ERFCLS/Mr Preiss/lp.)

Case 7488/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (NEFIC Division), Plaintiff, and **Ciao Investments (Pty) Limited,** First Defendant, **Geelhoutboom Eksplorasie CC,** Second Defendant, and **Patrick Hendrik Cloete,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 20 October 1995 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Oberholzer, at First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 1319, Carletonville Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 555 m², held by the First Defendant, under Deed of Transfer T4745/1993, being 104 Kaolin Street (corner of Palladium Street), Carletonville Extension 2, Carletonville.

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

The dwelling consists of commercial premises with ground floor shops and first floor offices.

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

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 23rd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I90873/Mr Nesbit/ca.)

Case 5385/94
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 **Nel, Anna Maria Magarietha,** First Defendant, and **Nienaber, Sonya Malarna de Buys,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at, 131 Marshall Street, Johannesburg, on Thursday, 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 for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 747, South Hills Extension 1 Township, Registration Division IR, Transvaal, measuring 935 m^2, held by the Defendants under Deed of Transfer T11602/1991, being 44 Holmdene Street, South Hills.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, four bedrooms, w.c., kitchen, enclosed stoep, double garage, servant's room and outside w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 proceed of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 30th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z64498/JHBFCLS/Mr McCallum/cvdn.)

Case 18704/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kambule, Mboni Marshall,** First Defendant, and **Kambule, Mapule Agnes,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at, 8 Park Street, Kempton Park, on Thursday, 26 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 585, Tsenelong Township, Registration Division IR, Transvaal, measuring 263 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL58728/88, being 585 Tsenolong Section, Tembisa, Kempton Park.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 proceed of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z72542/ERFCLS/Mr Preiss/lp.)

Saak 12378/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Van Zyl: Stephanus Christoffel,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Progresslaan 182, Technikon, Roodepoort, op 20 Oktober 1995 at 10:00, van die ondervermelde eiendom van die Verweerder welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Roodepoort, voor die verkoping ter insae sal lê:

Sekere Erf 140, Wilgeheuwel-uitbreiding 3-dorpsgebied, Roodepoort, Registrasieafdeling IQ, Transvaal (ook bekend as Poundlaan 928, Wilgeheuwel, Roodepoort), groot 921 (nege twee een) vierkante meter.

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, badkamer, twee slaapkamers en kombuis.

Buitegeboue bestaande uit: Enkelmotorhuis.

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

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

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

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postmaj/ap Z24006.)

Saak 10330/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Malemela Charlie Malebane,** Eerste Verweerder, en **Jean Carpede,** Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 11 November 1994, sal 'n verkoping gehou word op 20 Oktober 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerders onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Die Verweerders se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 10534, Dobsonville-uitbreiding 3, gehou deur die Verweerders kragtens Sertifikaat van Geregistreerde Huurpag TL25997/90, groot 572 (vyfhonderd twee-en-sewentig) vierkante meter, gehou deur Verweerders kragtens Akte van Transport TL25997/90.

Die eiendom is gesoneer Residensieel 1, en is geleë te 10534 Dobsonville-uitbreiding 3, en bestaan uit eetkamer, badkamer, drie slaapkamers, gang, kombuis, teëldak met gepleisterde mure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 19de dag van September 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1299/94/BM1073.)

Saak 2028/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Virgil Mark Saunders,** Eerste Verweerder, en **Griselda Rose Saunders,** Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 30 Mei 1995 sal 'n verkoping gehou word op 20 Oktober 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Baju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 403, Floridameer, groot 656 (seshonderd ses-en-vyftig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T57584/93.

Die eiendom is gesoneer Residensieel 1 en is geleë te Cygnetstraat 24, Floridameer, en bestaan uit 'n sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, enkelmotorhuis, 'n teëldak met gepleisterde mure en staal vensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technicon, Roodepoort.

Gedateer te Roodepoort op die 19de dag van September 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1424/93/BS1263.)

Saak 1329/86

IN THE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Bankfin, Eiser, en **J. M. Kassam,** Verweerder

Ingevolge 'n uitspraak in die Landdroshof, Brits, en lasbrief vir eksekusie gedateer 12 Mei 1995 word die ondervermelde eiendom op Vrydag, 27 Oktober 1996 om 09:00, te Landdroskantore, Van Veldenstraat, Brits, geregtelik verkoop, naamlik:

Sekere Erf 429, Oukasie-dorpsgebied, Registrasieafdeling JQ, provinsie Noordwes, groot 427 (vier twee sewe) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport TL72458/1992, ook bekend as Erf 429, Oukasie, Brits.

Vernaamste verkoopvoorwaardes:

1. Die verkoping geskied voetstoots en onderworpe aan alle voorwaardes en beperkinge sonder voorbehoud by wyse van openbare veiling en die eiendom word, behoudens die bepalings van artikel 66 (2) van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die ander verkoopvoorwaardes, aan die hoogste bieër verkoop.

2. Die verkoping geskied in rande en geen bod vir minder as R10 sal aanvaar word nie.

3. Die verkoopprys is betaalbaar by wyse van 'n 10% (tien persent) deposito in kontant of bankgewaarborgde tjek by ondertekening van die verkoopvoorwaardes en die balans koopprys plus rente teen registrasie van transport en vir betaling waarvan 'n goedgekeurde bank- of bougenootskapwaarborg gelewer moet word binne 30 dae na datum van die verkoping.

4. Die koper is aanspreeklik vir betaling van alle gelde en uitgawes verbonde aan die registrasie van transport en die eiendom, alle belastings en heffings, afslaerskommissie en koste verbonde aan die opstel van die verkoopvoorwaardes en ander dokumente.

5. Transport van die eiendom sal geskied deur die Eksekusieskuldeiser se prokureurs.

6. Die volledige verkoopvoorwaardes van die verkoping sal deur die Geregsbode/afslaer gelees word ten tye van die verkoping en sal ter insae lê by die kantore van die Geregsbode te Theogebou, Murraylaan, Brits.

Geteken te Brits op die 12de dag van September 1995.

P. F. Raath, vir Roets, Pretorius & Raath, Prokureurs vir Eiser, hoek van Macleanstraat en Koöperasielaan, Brits. [Tel. (01211) 2-0433.] (Verw. P. F. Raath/PV/FK5.)

Case 1329/86

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

In the matter between **ABSA Bank Beperk,** handeldrywende as Bankfin, Plaintiff, and **J. M. Kassam,** Defendant

In pursuance of a judgment in the Magistrate's Court, Birts, and subsequent warrant of execution against property dated 12 May 1995, the following immovable property will be sold on Friday, 27 October 1995 at 09:00, at the Magistrate's Court, Van Velden Street, Brits, namely:

Certain Stand 429, Oukasie Township, Registration Division JQ, province of North West, measuring 427 (four two seven) square metres, held by the Defendant by Title Deed TL72458/1992, also known as Stand 429, Oukasie, Brits.

Major conditions of sale:

1. The property shall be sold without reserve on a voetstoots basis to the highest bidder and the sale shall be subject to the terms and conditions of section 66 (2) of the Magistrates' Courts Act, No. 32 of 1994, as amended, and the other conditions of sale.

2. The sale will be conducted in rands and no bid of less than R10 will be accepted.

3. The purchase price is payable by way of a 10% (ten per centum) deposit in cash or by bank-guaranteed cheque on date of signature of the conditions of sale and the balance against registration of transport and for payment of which balance, and acceptable bank or building society guarantee must be delivered within 30 days from the date of sale.

4. The purchaser will be liable for payment of all fees and disbursements due in respect of the registration of transfer, commission of the auctioneer and the costs relevant to the drafting of the conditions of sale and other documents.

5. Transport of the property will be effected by the conveyancer appointed by the Plaintiff.

6. The full and complete conditions of sale will be read at the auction by the Messenger of the Court/auctioneer and is available for inspection at the office of the Messenger of the Court, Theo Building, Murray Avenue, Brits.

Signed at Brits on this the 12th day of September 1995.

P. F. Raath, for Roets, Pretorius & Raath, Attorneys for Plaintiff, corner of Maclean Street and Koöperasie Avenue, Brits. [Tel. (01211) 2-0433.] (Ref. P. F. Raath/PV.)

Saak 4045/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Tiaan Mathee,** Eerste Verweerder, en **Johanna Cornelia Mathee,** Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 17 Julie 1995 sal 'n verkoping gehou word op 20 Oktober 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 292, Groblerspark-uitbreiding 21, groot 901 (negehonderd-en-een) gehou deur Verweerder kragtens Akte van Transport T29894/84.

Die eiendom is gesoneer Residensieel 1 en is geleë te Kingsleystraat 718, Groblerspark, Uitbreiding 21, en bestaan uit 'n sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, 'n gang, kombuis, 'n bediendekamer, 'n dubbelmotorhuis, 'n teëldak, baksteenmure en staal vensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technicon, Roodepoort.

Gedateer te Roodepoort op die 19de dag van September 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/519/95/B; M1161.)

Case 07228/95
PH 45

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Williams, Milton Joseph,** First Defendant, and **Williams, Venessa Phillis,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Johannesburg West, 131 Marshall Street, Johannesburg, on Thursday, 26 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Johannesburg West, prior to sale:

Erf 2161, Newlands, Johannesburg Township, Registration Division IQ, Transvaal, in extent 342 (three hundred and forty-two) square metres, held under Deed of Transfer T33190/1992, being 10 Aldred Street, Newlands, Johannesburg.

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

Main building: Two bedrooms, bathroom, kitchen, lounge and garage.

Outbuilding: Not applicable.

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

Dated at Johannesburg, September 1995.

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. E. Bester/vdh/2.8; M28767.)

Case 18134/95
PH 45

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Lephunya, Molwane Patrick,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Roodepoort, 182 Progress Road, Technicon, Roodepoort, on Friday, 20 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Roodepoort, prior to the sale:

Erf 11179, Dobsonville Extension 2 Township, Registration Division IQ, Transvaal, in extent 307 (three hundred and seven) square metres, held by Certificate of Registered Grant of Leasehold TL22077/1991, being Erf 11179, Dobsonville Extension 2, District of Roodepoort.

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

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

Outbuilding: Not applicable.

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

Dated at Johannesburg this the 19th day of September 1995.

E. Bester, for Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Joannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. E. Bester/vdh/19.9; M35532.)

Saak 177/95

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Die Stadsraad van Fochville,** Eiser, en **J. C. Lewis,** Verweerder

In uitvoering van 'n vonnis in bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 15 Maart 1995 sal die ondergenoemde eiendom in eksekusie verkoop word op Vrydag, 20 Oktober 1995 om 10:00, te die Landdroskantoor, Fochville, aan die hoogste bieër:

Gedeelte 2 van Erf 986, groot 1 190 vierkante meter.

Verkoopvoorwaardes:

1. Die eiendom word verkoop sonder reserwe aan die hoogte bieër en verder onderhewig aan die bepaling van die Landdroshofwet en reëls, en terme daarvan uitgevaardig, asook die bepalings van die transportakte in soverre dit van toepassing mag wees.

2. Die volgende verbeteringe is op die eiendom aangebring, 'n woonhuis met gewone buitegeboue, geen waarborg word gegee nie.

3. *Betaling:* Die koopprys sal soos volg betaalbaar wees, 10% (tien persent) van die koopprys by ondertekening van die verkoopvoorwaardes. Die onbetaalde saldo plus rente daarop vanaf datum van verkoping tot datum van betaling van die saldo van die koopprys binne 14 (veertien) dae betaalbaar of gewaarborg te word by wyse van 'n goedgekeurde bank- of bouvereniging waarborg.

4. *Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes wat op die dag van die verkoping deur die Balju uitgelees sal word mag by die Balju se kantore te Vyfde Straat 71, Fochville, en/of die Eiser se prokureurs Viljoen & Van Blerk, Kerkstraat, Fochville, nagegaan word.

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

J. G. Viljoen, vir Viljoen & Van Blerk, Funchalgebou 4, Kerkstraat, Fochville, 2515. (Verw. Viljoen/AVB/S1933.)

Case 3092/95

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

In the matter between **United Bank** (a division of ABSA Bank Ltd), Execution Creditor, and **Watt and Wilkinson (Pty) Ltd,** Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 2 June 1995, the following property will be sold in execution by Property Mart, on Friday, on 20 October 1995 at 11:00, and from the premises of the said immovable property, namely:

Erf 153, New Era Township, Registration Division IR, Transvaal, measuring 6 969 (six nine six nine) square meters, held under Deed of Transfer T457/1976 and also known as South Main Reef Road, New Era, Springs.

Material conditions of sale:

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

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Brick building, iron roof, consisting block with offices/workshops with own offices, store-rooms, change rooms and toilets. *Outbuildings:* Unknown. *Sundries:* Unknown.

3. 10% (Ten per cent) of the purchase price and auctioneer's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest at 18,25% (eighteen comma two five per cent) per annum payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff within 21 (twenty-one) days of date of sale.

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

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

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

Saak 8586/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eksekusieskuldeiser, en **Morehill Commercial Township (Edms.) Beperk,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 12 Mei 1995, en 'n lasbrief vir eksekusie gedateer 14 Junie 1995, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshof, Harpurlaan, Benoni, op Woensdag, 25 Oktober 1995 om 11:00:

Restant van Erf 904, Morehill-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Goldenrylaan 33, Morehill, Benoni, groot 4 050 vierkante meter, gehou kragtens Akte van Transport T56441/1991.

Die eiendom bestaan uit onder andere uit die volgende alhoewel geen waarborg gegee word nie: 'n Leë erf.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Liverpool Park 12, Liverpoolweg, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 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 19de dag van September 1995.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/AM/CC3031.)

Saak 6018/95

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

In die saak tussen **ABSA Bank Beperk** handeldrywende as United Bank, Eksekusieskuldeiser, en **Mxolisi Sheperd Hlangwana,** Eerste Eksekusieskuldenaar, **Nkosingiphile Hendrietta Hlangwana,** Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 12 Junie 1995, die hiernagenoemde eiendom op Dinsdag, 17 Oktober 1995 om 10:00, by die eiendom self bekend as, Keirlaan 13, Kempton Park-Wes, verkoop word per publieke veiling, deur Libra Auctioneers, aan die hoogste bieër 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 491, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 612 vierkante meter, ook bekend as, Keirlaan 13, Kempton Park-Wes, Kempton Park, gehou onder Akte van Transport T58786/94.

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

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, afdak, oprit, alles onder 'n teëldak en omhein met betonmure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uistaande 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 op hierdie 18de 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/DE/LU1899.)

Saak 4258/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **John Eric Gates** en **Amanda Gates** en **Anna Catharina Barbara Maria Fereira**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 29 April 1994, sal die volgende eiendom op 20 Oktober 1995 om 11:00 deur die Balju, Prince Georgestraat 439, Brakpan, per publieke veiling verkoop word:

Erf 1203, Brakpan-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Kingswaylaan 79, Brakpan, met alle verbeteringe daarop synde sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis, motorhuis en buitegeboue.

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.

Hierdie 21ste dag van September 1995.

Otto Hayes, Adverteerder, St Albanstraat 34, Brixton.

Saak 18569/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslik Afdeling)

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Macebo, Jabulani Innocent,** Verweerder

Ter uitwinning van 'n vonnis van die Hoogeregshof van Suid-Afrika (Witwatersrandse 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 19 Oktober 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Gedeelte 18, soos getoon en meer volledig beskryf in Deelplan SS69/84, in die gebou(e) bekend as Lyndain, geleë te Berea-dorpsgebied, en ook bekend s Lyndain 28, Soperstraat 11, Berea, Johannesburg, grootte 26 m^2 (twee ses vierkante meter).

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

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-, bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

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

Gedateer te Johannesburg op hede die 19de dag van September 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8401E.)

Saak 5627/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Engelbrecht, Johan Wilhelm,** Verweerder

Ter uitwinning van 'n vonnis van die Hoogeregshof van Suid-Afrika (Witwatersrandse 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 Progressweg 182, Technikon, Roodepoort, op 20 Oktober 1995 on 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 187, Groblerpark-uitbreiding 33-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Corlettweg 563, Groblerpark-uitbreiding 33, Roodepoort, grootte 834 m^2 (agt drie vier vierkante meter).

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

Hoofgebou: Ingangsportaal, sitkamer, drie slaapkamers, badkamer, aparte toilet en kombuis.

Buitegeboue: Geen.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 20ste dag van September 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8308E.)

Saak 5491/94

IN DIE LANDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Mercantile Bank Limtied,** t.a Mercantile Savings and Loans, Eiser, en **Mtemba Amos Nlala,** Eerste Verweerder, en **Ntombi Jessie Nlala,** Tweede Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 8 Desember 1994, sal die ondergenoemde eiendom verkoop word in eksekusie op Vrydag, 20 Oktober 1995 on 10:00, by die Landdroshof, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieër:

Standplaas 5657, Mhluzi, Middelburg, 1050, Afdeling JS, Transvaal, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, met straatadres te Standplaas 5657, Mhluzi, Middelburg, 1050.

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 gereken teen 'n koers van 20,75% (twintig komma sewe 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- en/of bouverenigingwaarborg 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 volgende verbeterings is op die eiendom aangebring: Woonhuis en buitegeboue.

5. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan dit reeds nou nagegaan word by die kantore van die geregsbode, Totiusstraat, Middelburg, Transvaal.

Geteken te Middelburg.

Birman Boshoff & Du Plessis, Eiser se Prokureurs, Middelburg Sakesentrum, Markstraat 22, Posbus 13, Middelburg. (Verw. mnr. Venter/rk/VM458.)

Saak 3884/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Boland Bank PKS Beperk** (Reg. No. 04/00312/06), Eiser, en **Phosram Ramiah Petroo,** Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en 'n lasbrief vir eksekusie gedateer 26 Junie 1995, sal die eiendom hieronder genoem verkoop word in eksekusie op Woensdag, 18 Oktober 1995 om 12:00 te die kantore van die Balju, Cornellstraat 21, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Leë erf.

Eiendom: Erf 1234, geleë in die dorpsgebied Kinross-uitbreiding 6, Registrasieafdeling IS, in die provinsie Oos-Transvaal, groot 1 053 (eenduisend drie-en-vyftig) vierkante meter, gehou kragtens Transportakte T20633/93, geleë te Jacarandastraat 14, Kinross.

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

Die belangrikste voorwaarde daarin vervat is die eiendom sal verkoop word aan die hoogste bieër vir kontant.

Gedateer te Secunda op hierdie 20ste dag van September 1995.

F. J. le Roux, Prokureur, Eerste Verdieping 103A, Pick & Pay-gebou, Posbus 2397, Secunda, 2302. [Tel. (0136) 34-3167/8.] (Verw. M. J. van Rensburg: 7/94010.)

Saak 2572/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Nicolaas Johannes Domoney,** Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 19 Oktober 1995 om 12:00 te die ondervermelde perseel deur Vos Viljoen & Becker Afslaers BK aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Deel 22 van Deelplan SS36/86, Erf 498, Coron Park, Secunda, Registrasieafdeling IS, Transvaal, groot 65 (ses vyf) vierkante meter, bekend as Coron Parkwoonstelle 245, Secunda.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys plus 5% (vyf persent) op die eerste R20 000 plus 3% (drie persent) op die balans van die koopprys, met 'n maksimum van R6 000 van die eiendom, afslaerskoste in kontant of by wyse van 'n bankgewaarborgde tjek, by die toestaan van die bod en die balans koopprys binne 30 (dertig) dae na datum van verkoping. 14% (veertien persent) B.T.W. is betaalbaar op afslaerskommissie.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Kombuis, badkamer, sitkamer en twee slaapkamers.

Alle verkoopvoorwaardes wat deur Vos Viljoen & Becker Afslaers BK, net voor die verkoping uitgelees word, is in hul kantoor te S.A. Perm-gebou, Eerste Verdieping, Secunda, asook die Balju-kantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 19de dag van September 1995.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Posbus 1750, Secunda. [Tel. (0136) 31-2550.]

Saak 2575/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Leon Barnard,** Eerste Verweerder, **Cindy Lorna Barnard,** Tweede Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die eksekusieskuldeiser, sal die ondervermelde eiendom op 19 Oktober 1995 om 11:00 te die ondervermelde perseel deur Vos Viljoen & Becker Afslaers BK aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 1584, Uitbreiding 2, Secunda, Registrasieafdeling IS, Oos-Transvaal, groot 730 (sewe drie nul) vierkante meter, bekend as Leydstraat 34, Secunda.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys plus 5% (vyf persent) op die eerste R20 000 plus 3% (drie persent) op die balans van die koopprys, met 'n maksimum van R6 000 van die eiendom, afslaerskoste in kontant of by wyse van 'n bankgewaarborgde tjek, by die toestaan van die bod en die balans koopprys binne 30 (dertig) dae na datum van verkoping. 14% (veertien persent) B.T.W. is betaalbaar op afslaerskommissie.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Kombuis, sitkamer, twee toilette, eetkamer, twee badkamers, vier slaapkamers, motorhuis met afdak en betonomheining.

Alle verkoopvoorwaardes wat deur Vos Viljoen & Becker Afslaers BK, net voor die verkoping uitgelees word, is in hul kantoor te S.A. Perm-gebou, Eerste Verdieping, Secunda, asook die Balju-kantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 19de dag van September 1995.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Posbus 1750, Secunda. [Tel. (0136) 31-2550.]

Saak 2579/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Tjaart Petrus Badenhorst,** Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 19 Oktober 1995 om 10:00 te die ondervermelde perseel deur Vos Viljoen & Becker Afslaers BK aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 1319, Uitbreiding 12, Kinross, Registrasieafdeling IS, Oos-Transvaal, groot 1 043 (een nul vier drie) vierkante meter, bekend as Jakarandastraat 33, Kinross.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys plus 5% (vyf persent) op die eerste R20 000 plus 3% (drie persent) op die balans van die koopprys, met 'n maksimum van R6 000 van die eiendom, afslaerskoste in kontant of by wyse van 'n bankgewaarborgde tjek, by die toestaan van die bod en die balans koopprys binne 30 (dertig) dae na datum van verkoping. 14% (veertien persent) B.T.W. is betaalbaar op afslaerskommissie.

Die verbeterings word nie gewaarborg nie.

Alle verkoopvoorwaardes wat deur Vos Viljoen & Becker Afslaers BK, net voor die verkoping uitgelees word, is in hul kantoor te S.A. Perm-gebou, Eerste Verdieping, Secunda, asook die Balju-kantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 19de dag van September 1995.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Posbus 1750, Secunda. [Tel. (0136) 31-2550.]

Saak 2580/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Mohlophehi Joseph Mosia,** Eerste Verweerder, en **Cesarina Nthabiseng Mosia,** Tweede Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 18 Oktober 1995 om 12:00 te die Baljukantoor, Cornellstraat 21, Evander, deur Vos Viljoen & Becker Afslaers BK, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 4603, Uitbreiding 9, Embalenhle, Registrasieafdeling IS, Oos-Transvaal, groot 500 (vyf nul nul) vierkante meter.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys plus 5% (vyf persent) op die eerste R20 000 plus 3% (drie persent) op die balans van die koopprys, met 'n maksimum van R6 000 van die eiendom, afslaerskoste in kontant of by wyse van 'n bankgewaarborgde tjek, by die toeslaan van die bod en die balans koopprys binne 30 (dertig) dae na datum van verkoping. 14% (veertien persent) BTW is betaalbaar op afslaerskommissie.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Kombuis, sitkamer, badkamer en drie slaapkamers.

Alle verkoopvoorwaardes wat deur Vos Viljoen & Becker Afslaers BK, net voor die verkoping uitgelees sal word, is in hul kantoor te Eerste Verdieping, S.A. Permgebou, Secunda, asook die Baljukantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 19de dag van September 1995.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Posbus 1750, Secunda. [Tel. (0136) 31-2550.]

Saak 2573/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Johan Fanie Myeni,** Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 18 Oktober 1995 om 12:00 te die Baljukantoor, Cornellstraat 21, Evander, deur Vos Viljoen & Becker Afslaers BK, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 8788, Embalenhle-uitbreiding 12, Registrasieafdeling IS, Oos-Transvaal, groot 250 (twee vyf nul) vierkante meter.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys plus 5% (vyf persent) op die eerste R20 000 plus 3% (drie persent) op die balans van die koopprys, met 'n maksimum van R6 000 van die eiendom, afslaerskoste in kontant of by wyse van 'n bankgewaarborgde tjek, by die toeslaan van die bod en die balans koopprys binne 30 (dertig) dae na datum van verkoping. 14% (veertien persent) BTW is betaalbaar op afslaerskommissie.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Kombuis, sitkamer, badkamer en twee slaapkamers.

Alle verkoopvoorwaardes wat deur Vos Viljoen & Becker Afslaers BK, net voor die verkoping uitgelees sal word, is in hul kantoor te Eerste Verdieping, S.A. Permgebou, Secunda, asook die Baljukantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 19de dag van September 1995.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Posbus 1750, Secunda. [Tel. (0136) 31-2550.]

Case 7046/95

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **Mosioa Petrus Mabula,** First Defendant, and **Annah Sherley Mabula,** Second Defendant

In pursuance of a judgment granted on 4 September 1995, in the above-mentioned Honourable Court and warrant of execution dated 31 August 1995, the following property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, on 27 October 1995 at 11:15:

Certain Erf 1792, Vosloorus Extension 3 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, known as 1792 Vosloorus Extension 3, Boksburg.

Description: Dwelling and outbuildings. Improvements are not guaranteed.

Terms: 10% (ten per cent) of the purchase price, plus Sheriff's commission of 5% (five per cent) of the proceeds of the sale to a price of R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 and a minimum of R200 must be paid to the Sheriff of the Court in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale, may be inspected at their offices at 182 Leeuwpoort Street, Boksburg.

Dated at Boksburg on this the 18th day of September 1995.

P. W. Möller, for Möller, Venter & Associates, Attorney for Plaintiff, First Floor, Dominium Building, 314A Commissioner Street, Boksburg. (Tel. 917-9863/4.) (Ref. Mrs Buchanan.)

Case 7519/95

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **Mabutho Gerald Mzimela,** First Defendant, and **Nozibonelo Georgina Mzimela,** Second Defendant

In pursuance of a judgment granted on 25 August 1995, in the above-mentioned Honourable Court and warrant of execution dated 21 August 1995, the following property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, on 27 October 1995 at 11:15:

Certain Erf 7728, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as 7728 Malimba Street, Extension 9, Vosloorus, Boksburg.

Description: Dwelling and outbuildings. Improvements are not guaranteed.

Terms: 10% (ten per cent) of the purchase price, plus Sheriff's commission of 5% (five per cent) of the proceeds of the sale to a price of R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 and a minimum of R200 must be paid to the Sheriff of the Court in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale, may be inspected at their offices at 182 Leeuwpoort Street, Boksburg.

Dated at Boksburg on this the 18th day of September 1995.

P. W. Möller, for Möller, Venter & Associates, Attorney for Plaintiff, First Floor, Dominium Building, 314A Commissioner Street, Boksburg. (Tel. 917-9863/4.) (Ref. Mrs Buchanan.)

Case 36276/95
PH 97 570 DX228

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

In the matter between **First National Bank of S A Ltd,** Plaintiff, and **Nomshado Twala,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg dated 30 May 1995, and subsequent warrant of execution issued, the following property will be sold in execution on Friday, 20 October 1995 at 10:00, at the Johannesburg Magistrate's Court, Fox Street entrance, without reserve to the highest bidder, viz:

Certain: Unit 13, The Manhattan, registered in the Deeds Office, Johannesburg.

Known: Section 13 as shown and more fully described on Sectional Plan SS240/94 in the scheme known as The Manhattan in respect of the land building or buildings situated at Westdene Township, Local Authority City Council of Johannesburg, of which section the floor area according to the said sectional plan is 63 (sixty-three) 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 ST52264/94.

Conditions of sale:

Zoning: Residential.

Special use or exceptions: None.

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

2. The Judgment Creditor has no knowledge of improvements on the property.

3. *Terms:*

The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale, and the unpaid balance, together with interest thereon at the rate of 18,25% (eighteen comma two five per centum) per annum to date of payment, against registration of transfer, to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

4. *Conditions:*

The full conditions of sale, which will be read out by the Sheriff for the Magistrate's Court, Johannesburg North, immediately prior to the sale, may be inspected at his office at 131 Marshall Street, Johannesburg, and at the Johannesburg Magistrate's Court.

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

D. G. Sonderup & Co., 8 Bompas Road, Dunkeld West; P.O. Box 47335, Parklands. (Tel. 880-2263.) (Ref. Mr W. Harty/F1170.)

Case 14145/95
PH 376

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **N.B.S. Bank Limited,** Plaintiff, and **Ross, John Leslie,** Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Thursday, 19 October 1995 at 10:00 at 131 Marshall Street, Johannesburg, to the highest bidder:

Section 2 as shown and more fully described on Sectional Plan 525/94 in the scheme known as The Terrace 4 in respect of the land building or buildings situated at Corlett Gardens Extension 1 Township, Johannesburg Local Authority, of which section the floor area, according to the said sectional plan is 68 (sixty-eight) 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 ST61411/94.

Physical address: 11 The Terrace, Rocky Place, Corlett Gardens.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows.

Property description: Flat: lounge, dining-room, kitchen, two bedrooms, 1 and a half bathrooms, shower and w.c.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be sold voetstoots.

2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court, Johannesburg East's Offices, 131 Marshall Street, Johannnesburg.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.

4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 19,25% (nineteen point two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4 above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 28th day of August 1995.

Hertzberg-Margolis (Sandton), Fourth Floor, Twin Towers East, Sandton City 2199, P.O. Box 784740, Sandton, 2146. c/o Hertzberg-Margolis, Third Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. Mr W. Fullard.)

Case 14247/95
PH 376

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **N.B.S. Bank Limited,** Plaintiff, and **Mohan, Derick Basil,** First Defendant, and **Mohan, Ann Evelyn,** Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Thursday, 19 October 1995 at 10:00 at 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1695, Orange Grove Township, Registration Division IR, Transvaal, measuring 495 square metres, held by Deed of Transfer T26130/94.

Physical address: 22 10th Avenue, Orange Grove

No warranty or undertaking is given in relation to the nature of the property, which is described as follows.

Main building: Double storey, brick walls, slate roof, fitted carpets, ceramic tiles, lounge, dining-room, kitchen, pantry, three bedrooms, bathroom, shower, w.c. and entrance hall.

Additional features: Single garage, three carports, stores, single servants' quarters, w.c., awnings, paving and concrete walls.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be sold voetstoots.

2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court, Johannesburg East's Offices, 131 Marshall Street, Johannnesburg.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.

4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 19,25% (nineteen point two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4 above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 28th day of August 1995.

Hertzberg-Margolis (Sandton), Fourth Floor, Twin Towers East, Sandton City 2199, P.O. Box 784740, Sandton, 2146. c/o Hertzberg-Margolis, Third Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. Mr W. Fullard.)

Case 14246/95
PH 376

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **N.B.S. Bank Limited,** Plaintiff, and **Webster, Gary,** First Defendant, and **Webster, Angela,** Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Thursday, 19 October 1995 at 10:00 at 131 Marshall Street, Johannesburg, to the highest bidder:

Section 30 as shown and more fully described on Sectional Plan SS571/93 in the scheme known as Corfu in respect of the land building or buildings situated at Lyndhurst and Kew Township, City Council of Johannesburg, of which the floor area, according to the said sectional plan is 47 (forty-seven) 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 ST89347/93, and an exclusive use area described as Carport C30, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Corfu in respect of the land and building situated at Lyndhurst and Kew Township, City Council of Johannesburg, as shown and more fully described on Sectional Plan SS571/93, held by Notarial Deed of Cession SK6989/93.

Physical address: 30 Corfu, First Road, Lyndhurst, Johannesburg.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows.

Simplex: Lounge, dining-room, kitchen, two bedrooms, bathroom, shower, two w.c.'s and additional features, carport.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be sold voetstoots.

2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court, Johannesburg East's Offices, 131 Marshall Street, Johannnesburg.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.

4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 19,25% (nineteen point two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4 above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 4th day of September 1995.

Hertzberg-Margolis (Sandton), Fourth Floor, Twin Towers East, Sandton City 2199, P.O. Box 784740, Sandton, 2146. c/o Hertzberg-Margolis, Third Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. Mr W. Fullard.)

Case 043413/95
PH 300

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

In the matter between **The South African Bank of Athens Ltd,** Plaintiff, and **Nu-Roof CC,** First Defendant, and **Ronel Charlene Ursula du Preez,** Second Defendant

In pursuance of a judgment in the Magistrate's Court of Johannesburg, and a writ of execution dated 23 May 1995, the property listed hereunder will be sold in execution, on Monday, 16 October 1995 at 10:00, at the Sheriff's Office, Third Floor, United Building, 177 President Street, Germiston, to the highest bidder:

Certain erf held by the Second Defendant in Erf 107, Elandshaven Township, Registration Division IR, Transvaal, measuring 1 174 (one thousand one hundred and seventy-four) square metres, held by Deed of Transfer T47577/1992.

The material conditions of sale:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Germiston South.

Dated at Johannesburg on this the 14th day of September 1995.

Steve Ioulianou, Plaintiff's Attorney, Second Floor, Ilpa House, 155 Commissioner Street, P.O. Box 11406, Johannesburg. (Tel. 336-1856/7/8.) (Fax. 336-0727.) (Ref. S. Ioulianou/af/B388.)

Case 9285/94
PH 22

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

In the matter between **Cyrstal Lease (Pty) Limited,** Plaintiff, and **Antoniades, Andreas,** First Defendant, and **Antoniades, Katerina,** 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 office of the Sheriff at 56 12th Street, Springs, on 13 October 1995 at 11:00, of the undermentioned property of the First and Second 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, Springs:

Remaining extent of Erf 362, Wright Park, Registration Division IR, the province of Gauteng, measuring 1 789 (one thousand seven hundred and eighty-nine) square metres, held by Deed of Transfer T13064/73, situated at 61 Ellis Drive, Wright Park, Springs.

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

Shopping centre with fixture and fittings.

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 the 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 R100.

Dated at Johannesburg on this the 19th day of September 1995.

Paul Friedman, Attorney for Plaintiff, 12th Floor, 66 Smal Street, P.O. Box 5689, Johannesburg, 2001. (Tel. 336-8779.) (Ref. P. Friedman/ik/F85.)

Case 17214/95
PH 222

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Thibedi, Moses,** First Defendant, and **Thibedi, Mampai Florence Ellen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Tuesday, 19 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 435, Meredale Extension 4 Township, Registration Division IQ, Transvaal, measuring 1 002 (one thousand and two) square metres, held under Deed of Transfer T12423/1995, and situated at 94 Joan Street, Meredale Extension 4, zoned Residential (hereinafter referred to as the property).

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

A double storey residential building of brick walls, and tiled roof. Consisting of lounge, family room, dining-room, study, kitchen, five bedrooms, two bathrooms, shower and two w.c.'s. Outbuildings consists of double garage, w.c. and laundry. The boundary has brick walls.

Terms:

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

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

(c) A deposit of 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 19,25% (nineteen comma two five per centum) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685. (Tel. 333-6114.) (Ref. Mr Johnson/N86695.)

Case 23233/94
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mdhluli, Patrick Jabulane,** First Defendant, and **Mdhluli, Aletta Sehume,** 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 for the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 17 October 1995, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Alberton, prior to the sale:

Lot 8359, Tokoza, being Stand 8359, Unit F, Tokoza, measuring 365 square metres.

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

Lounge, two bedrooms, bathroom, separage toilet and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, minimum charges R100.

Dated at Johannesburg this the 14th day of September 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg; P.O. Box 785812, Sandton. (Tel. 881-9800.) (Ref. Mr Carter/GN//GG 578634.)

Case 6350/91
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Molatudi, Jacob,** 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, 19 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, Soweto West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

The Right of Leasehold in respect of Site 794, Jabavu Central Western Village/Township, measuring 279 square metres.

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

Dwelling-house.

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 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 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.

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorney, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P GGLIT 168814.)

Case 1743/94
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Barkhuizen, Craig Donald,** Identity Number 6111295127004, 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, 19 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 West, at Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Unit consisting of Section 26 in the building known as Northcliff Galleries as shown on Sectional Plan SS140/92, together with an undivided share in the common property, being Flat 17, Northcliff Galleries, Hockey Avenue, Northcliff, area of the said section, 80 square metres.

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

Unit consisting of lounge, dining-room, bedroom, bathroom/toilet and kitchen.

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorney, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P GGLIT 519804.)

Case 18677/94
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Parsons, Colleen Ann,** Identity Number 3907280057004, 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, 19 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 South, at 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 293, Suideroord Township, Registration Division IR, Transvaal, being 111 Potgieter Street, Suideroord, measuring 672 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom and toilet, kitchen and study. Outside toilet and swimming-pool.

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorney, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P GGLIT 566212.)

Case 18558/91
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Ntanzi, Samson Bhekani,** Identity Number 1-6288338-5, 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, 19 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, Soweto West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

The right of leasehold in respect of Lot 1755, Protea North Village/Township, measuring 242 square metres.

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

Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorney, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P GGLIT 141907.)

Case 6891/95
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Turner: Geraldine Anne** (ID 350515 0039 100), 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, Johannesburg, 131 Marshall Street, Johannesburg, on 19 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, prior to the sale:

Section 32, in the building known as Langton Hall, being 162 Langton Hall, Goldreich Street, Berea, measuring 67 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Lounge, bedroom simplex, bedrooms, bathroom, kitchen, two separate toilets 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, 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 this the 6th day of September 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, Ten Sixty-Six, 35 Pritchard Street, Johannesburg (P.O. Box 785812, Sandton). (Tel. 881-9800.) (Ref. Mr Carter/sn/GG 622125.)

Case 21027/92
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Maila, Joseph** (born 8 August 1948), First Defendant, and **Hlongwane, Thembisile Eugenia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 19 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 South, at 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 1266, Mondeor Township, Registration Division IR, Transvaal, being 230 Chelverton Avenue, Mondeor, measuring 1 388 square metres.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance hall, lounge, dining-room, TV-room, three bedrooms, bathroom and shower, kitchen, scullery, double garage, servants' quarters, toilet and swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 377741.)

Case 09944/95
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Rowharley CC** (Reg. No. CK90/17493/23), First Defendant, and **Lutshethu: Vuyokazi Happiness** (781224 0572 083), 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 for the Supreme Court, Johannesburg, on 19 October 1995, at 131 Marshall Street, Johannesburg, 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, prior to the sale:

Erf 30, Yeoville, being 15 Percy Street, Yeoville, Johannesburg, measuring 495 square metres, use zone Residential 4.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Entrance hall, lounge, dining-room, four bedrooms, bathroom/toilet, separate toilet, kitchen, single garage, two servant's rooms 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 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 this the 11th day of September 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, Ten Sixty-Six, 35 Pritchard Street, Johannesburg (P.O. Box 785812, Sandton). (Tel. 881-9800.) (Ref. Mr Carter/sn/gg 615553.)

Saak 33044/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Heigan: Marthinus Petrus Jacobus,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, De Klerk Vermaak & Vennote Ing., Overvaalgebou, Krugerlaan, Vereeniging, op 19 Oktober 1995 om 10:00, van die ondervermelde eiendomme van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Vereeniging, voor die verkoping ter insae sal lê:

Sekere:

(1) Erf 83, Ironsyde-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 3 349 (drie drie vier nege) vierkante meter (De Wetstraat 83).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(2) Erf 184, Ironsyde-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 1 983 (een nege agt drie) vierkante meter (Adunstraat 184).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(3) Erf 186, Ironsyde-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 1 963 (een nege ses drie) vierkante meter (Adunstraat 186).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(4) Erf 187, Ironsyde-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 1 983 (een nege agt drie) vierkante meter (Dwars- en Wepenerstraat 187).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(5) Erf 188, Ironsyde-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 1 983 (een nege agt drie) vierkante meter (Dwars- en Wepenerstraat 188).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(6) Erf 429, Ironsyde-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 1 784 (een sewe agt vier) vierkante meter (Haigstraat 429).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(7) Erf 432, Ironsyde-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 1 784 (een sewe agt vier) vierkante meter (Haigstraat 43).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(8) Erf 696, Ironsyde-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 1 772 (een sew sewe twee) vierkante meter (Dwars- en Printer 696).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(9) Erf 798, Ironsyde-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 2 582 (twee vyf agt twee) vierkante meter (Dwarsstraat en St Johnsweg 798).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(10) Erf 889, Ironsyde-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 2 009 (twee nul nul nege) vierkante meter (Dwarsstraat en St Johnsweg 889).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(11) Erf 126, Ophir AH-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Pretoria–Witwatersrand–Vereeniging, groot 2,1216 (twee komma een twee een ses) hektaar (127 Pomona- en Stasie).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit twee sementdamme.

(12) Erf 142, Ophir AH-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Pretoria–Witwatersrand–Vereeniging, groot 2,1305 (twee komma een drie nul vyf) hektaar (Pomona- Stasie 142).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(13) Erf 148, Ophir AH-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Pretoria–Witwatersrand–Vereeniging, groot 2,1758 (twee komma een sewe vyf agt) hektaar (Stasieweg 148).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(14) Erf 26, Valley Settlements AH No. 4-dorpsgebied, Registrasieafdeling IR, provinsie Pretoria–Witwatersrand–Vereeniging, groot 20 215 (twee nul twee een vyf) hektaar (Rolbosstraat 26).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit sitkamer, eetkamer en slaapkamer (swak toestand).

Buitegeboue bestaande uit: Drie motorhuise.

(15) Erf 61, Ohenimuri-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 991 (nege nege een) vierkante meter (Golfcourseweg 61).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(16) Erf 97, Noldick-dorpsgebied, Registrasieafdeling IR, provinsie Pretoria–Witwatersrand–Vereeniging, groot 992 (nege nege twee) vierkante meter (Deodorstraat 33).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

(17) Erf 332, De Deur Estates Limited-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 7,9309 (sewe komma nege drie nul nege) hektaar (Van der Merwestraat 322).

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

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

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

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

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf U10647.)

Saak 80424/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Coert Erasmus Brand,** en **Marieta Brand,** Verweerders

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 8 Oktober 1993, sal die hierondervermelde eiendom geregtelik verkoop word op 27 Oktober 1995 om 10:00, te Landdroskantoor, Vierde Laan, Thabazimbi, aan wie die hoogste aanbod maak:

Erwe 839 en 840, Leeupoort-vakansiedorp-uitbreiding 3, Registrasieafdeling KQ, Transvaal, groot 420 vierkante meter (elk), gehou kragtens Akte van Transport T7749/1989 (albei).

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

Volgens inligting wat Eiser kon bekom is die sonering van die eiendomme onbepaald, met straatadres te Gifblaarpaadjie 839 en 840 Leeupoort, verbeter is met basiese munisipale dienste en verder onverbeterd. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju te Tweede Laan 9, Thabazimbi. Die gesegde verkoopvoorwaardes bevat onder andere die volgende voorwaardes:

1. Die koper moet 'n deposito van 20% (twintig 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 veertien (14) dae na die datum van die verkoping verstrek word.

2. Die koper moet die afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

Geteken te Pretoria op hierdie 20ste dag van September 1995.

C. J. van der Merwe, vir Van der Merwe, Tullekenstraat 27, Berea, Pretoria. (Verw. mnr v/d Merwe/AVDM.)

Saak 46300/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Andries Francois du Toit,** Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 20 Mei 1994, sal die hierondervermelde eiendom geregtelik verkoop word op 17 Oktober 1995 om 11:00, te die Landdroskantoor, Presidentstraat, Amsterdam, aan wie die hoogste aanbod maak:

Erwe 646, 647 en 656, Amsterdam, Registrasieafdeling IT, Transvaal, groot 2 855 vierkante meter (elk), gehou kragtens Akte van Transport T14702/1987 (al drie).

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

Volgens inligting wat Eiser kon bekom is die sonering van die eiendomme onbepaald in 'n geproklameerde dorp en is die eiendomme, verbeter met basiese munisipale dienste en is verder onverbeterd met fisiese adres te Bullerstraat 646, Bullerstraat 647 en Pomeroystraat 656, Amsterdam. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju te Jan van Riebeeckstraat 15, Ermelo. Die gesegde verkoopvoorwaardes bevat onder andere die volgende voorwaardes:

1. Die koper moet 'n deposito van 20% (twintig 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 veertien (14) dae na die datum van die verkoping verstrek word.

2. Die koper moet die afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

Geteken te Pretoria op hierdie 11de dag van September 1995.

C. J. van der Merwe, vir Van der Merwe, Tullekenstraat 27, Berea, Pretoria. (Verw. mnr v/d Merwe/AVDM.)

Saak 3238/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank,** Eiser, en **Marc Stephen Coetzer,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 6 Julie 1994, sal 'n verkoping gehou word op 18 Oktober 1995 om 10:00, by die verkooplokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang ten opsigte van Perseel 3315, Noordheuwel-uitbreiding 4, gehou deur die Verweerder kragtens Akte van Transport T46838/1992, groot 951 (nege vyf een) vierkante meter.

Die eiendom is gesoneer Residensieel 1 en bestaan uit sitkamer, twee badkamers, drie slaapkamers, gang, kombuis, motorafdak, precast omheining en teëldak, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word te kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Krugersdorp op hierdie 21ste dag van September 1995.

Heystek, Kruger & Smit, Ontdekkersweg 14, Witpoortjie; Posbus 1269, Krugersdorp. (Tel. 955-1135.) (DX 12, Roodepoort.) (Verw. ES/CDP/LC/50214.)

Saak 15079/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited,** Eiser, en **Nathaniel George Daniel,** Eerste Verweerder, en **Chrizette Daniel,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 10 Augustus 1995, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria-Suid, Strubenstraat 142, Pretoria, aan die hoogste bieër op 25 Oktober 1995 om 10:00:

Deel 6, soos getoon en meer volledig omskryf op Deelplan SS255/86, in die skema bekend as Halley Rocks ten opsigte van die grond en gebou of geboue geleë in die dorpsgebied Pierre van Ryneveld, plaaslike bestuur, die suidelike Pretoria Metropolitaanse Substruktuur, groot 59 (nege-en-vyftig) vierkante meter, beter bekend as Woonstel 6, Halley Rocks, Fouchestraat 13, Pierre van Ryneveld.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Eenslaapkamer-duplekswoonstel met badkamer, sit/eetkamer, kombuis, klein tuintjie, plaveisel en onderdakparkering.

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

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

Geteken te Pretoria op hierdie 20ste dag van September 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58001.)

Saak 13874/95
PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **Eerste Nationale Bank van Suid-Afrika Beperk,** Eksekusieskuldeiser, en **Colby, Ronald Herbert,** Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die verkoopskamers van die Balju te Progressweg 182, Technikon, distrik Roodepoort, op Vrydag, 20 September 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju, vir die Hooggeregshof, Progressweg 182, Technikon, distrik Roodepoort, voor die verkoping:

Sekere Erf 390, Fleurhof Township, Registrasieafdeling IQ, Gauteng Provinsie, gehou deur Akte van Transport T10575/1986, grootte 794 (sewehonderd vier-en-negentig) vierkante meter, geleë te Klinkerlaan 59, Fleurhof.

Verbeterings soos hieronder beskryf is nie gewaarborg nie, die woonhuis bestaan uit: *Geboue en verbeterings:* 'n Omheinde voorafgegote beton woonhuis met sinkdak bestaande uit 'n sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang en kombuis. Buitegeboue bestaande uit bediendekamer en enkelmotorhuis.

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

Gedateer te Johannesburg hierdie 19de dag van September 1995.

W. B. J. Zwiegers, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Verw. W. Zwiegers/Z21956.)

Case 13874/95
PH 396

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Execution Creditor, and **Colby, Ronald Herbert,** Execution Debtor

Be pleased to take notice that on Friday, 20 October 1995 at 10:00, the undermentioned property will be sold in execution at the salesroom of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, District Roodepoort:

Certain Erf 390, Fleurhoff Township, Registration Division IQ, Gauteng Province, measuring 794 (seven hundred and ninety-four) square metres, held by Deed of Transfer T10575/1986, situated at 59 Klinker Avenue, Fleurhof.

Description: A dwelling under zink roof property having precast walling, established garden, consisting of lounge, dining-room, study, two bathrooms, three bedrooms, passage, kitchen. Outbuildings consist of servants' quarters and single garage.

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

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

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

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

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

Dated at Johannesburg on this the 19th day of September 1995.

W. B. J. Zwiegers, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton International Trade Centre, Commissioner Street, Johannesburg, Docex 2, Randburg. [Tel. (011) 886-0500.] (Ref. W. Zwiegers/Z21956.)

Case 9136/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Tsotsi Abram Ntini,** First Defendant, and **Mmampeleke Dorothy Ntini,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Thabazimbi, in front of the Magistrate's Office, Fourth Avenue, Thabazimbi, on 20 October 1995 at 10:00, of the following property:

Erf 282, Northam Extension 1 Township, Registration Division KQ, Transvaal, measuring 1 920 square metres, held by the Defendants under Deed of Transfer T57242/1994.

Street address: Stand 282, Northam Extension 1, Transvaal.

Improvements on the property: Single-storey dwelling-house, three bedrooms, bathroom/toilet, kitchen, lounge, dining-room and garage.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Office, at 61 Van der Bijl Street, Thabazimbi.

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

Case 22996/94
PH 170

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of SA Limited,** Judgment Creditor, and **David Alan Lowe,** Judgment Debtor

Pleased to take notice that in execution of a 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 401 Costa Brava, Beach Road, Sea Point, Cape Town, on 12 October 1995 at 09:30, of the undermentioned properties of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff, Cape Town, Mandatum Building, Barrack Street, Cape Town, prior to the sale (to be read out by the auctioneer at the time of the sale):

Section 83, shown and more fully described on Sectional Plan SS55/1978, in the scheme known as Costa Brava, in respect of the land and building or buildings situated at Sea Point West Township, in the Municipality of Cape Town, of which the floor area, accordingly to the said sectional plan is 186 (one hundred and eighty-six) square meters in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST7173/1989.

The following information is furnished regarding the improvements (although in this regard nothing is warranted): *Description:* Three bedrooms, bathroom and separate toilet, kitchen and lounge.

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.

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

Dated at Johannesburg on this 12th day of September 1995.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 336-2681.) (Ref. M. Ramafalo/S7313.)

Case 682/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LEBOWAKGOMO HELD AT THABAMOOPO

In the matter between **In Mora Factors,** Plaintiff, and **Mapone Charles Maleka,** Defendant

In pursuance of a judgment by the above Honourable Court on 6 December 1993, and a warrant of execution against property, the property described as:

Site A951, situated in the Township of Lebowakgomo in the District of Thabamoopo, measuring 555 square metres, will be sold in front of the Magistrate's Offices at Thabamoopo, by the Sheriff of Thabamoopo, on 27 October 1995 at 10:00, without reserve to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Dwelling.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser shall pay 10% (ten per centum) of the purchase price or R500 (five hundred rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to:

2.1 The Magistrates' Courts Act and the rules made thereunder;

2.2 The conditions of the title deed;

2.3 The conditions of sale, which may be inspected at the offices of the Sheriff who will read the conditions of sale immediately before the sale.

Dated at Pietersburg on this 20th day of September 1995.

P. J. Luyt, for Pratt Luyt & De Lange, Attorney for the Plaintiff, Legnum Park, 20 Market Street, P.O. Box 152, Pietersburg, 0700. (Ref. P. J. Luyt/SJ/PC6198.)

CAPE • KAAP

Case 11013/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of SA Ltd,** Plaintiff, and **Schoeder's Hope Colliery (Pty) Ltd,** First Defendant, and **Flashlight Holdings (Pty) Ltd,** Second Defendant, and **Nicolaas Frederick Esaias Lotterie,** Third Defendant, and **Brian Anthony Burgess,** Fourth Defendant

In pursuance of the warrant of execution of the above Honourable Court against Third Defendant, the undermentioned property will be sold by public auction at the premises on Friday, 27 October 1995 at 11:00:

Portion 17 of the Farm 334, Stellenbosch, measuring 16,472 (sixteen thousand four hundred and seventy-two) hectares, held by Deed of Transfer T54661/87, more specifically known as farm Riverhouse, Jonkershoek, Stellenbosch, Cape.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Supreme Courts Act, No. 59 of 1959, as amended, and the title deeds in so far as same as applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated: 22 August 1995.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. H. P. M. Kruger/svd/FI0008); Auctioneer for Plaintiff, Sheriff—Supreme Court, Dorp Street, Stellenbosch. (Tel. 92-3007.) (Ref. Mr P. Gilmour.)

Case 26746/93

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Clavill James Joseph Coetzee,** First Defendant, and **Mary-Ann Angela Coetzee,** Second Defendant, married in community of property to each other

In the above matter a sale will be held on Monday, 16 October 1995 at 12:00, at the site being 34 Fifth Avenue, Belgravia Estate:

Erf 34710, Cape Town, at Athlone, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in the Province of the Western Cape, measuring 496 (four hundred and ninety-six) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Consisting of brick walls meter sink roof, lounge, kitchen, four bedrooms, bathroom, two rooms and servant quarters.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this the 25th day of August 1995.

Agnes, E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. PS/mr.)

Case 19156/94

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

In the matter between **E. Moosa, Waglay & Petersen,** Plaintiff, and **Mrs Myra Sophia Hansen,** Defendant

The following property will be sold in execution at the premises, 9 Berzelia Circle, Belhar, on Wednesday, 18 October 1995 at 10:00, to the highest bidder:

Erf 17201, Belhar, in extent 503 (five hundred and three) square metres, held by T37341/1994, also known as 9 Berzelia Circle, Belhar.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, bathroom, toilet and three bedrooms.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank or building society 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.

Moosa, Wagley & Petersen, Attorneys for Judgment Creditor, Second Floor, Melofin Centre, Old Klipfontein Road, Athlone.

Case 5401/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Brian Neshon Blow,** First Defendant, and **Ronell Dowe Blow,** Second Defendant

In the above matter a sale will be held in front of the Civil Court, Van Riebeeck Road, Kuils River, on Friday, 13 October 1995 at 09:00, of:

Erf 284, Hagley, in the Lower Kuils River No. 1 Local Area, Stellenbosch Division, measuring 481 (four hundred and eighty-one) square metres, also known as 53 Woodpecker Walk, Sunbird Park, Hagley.

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): 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 Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 15558/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Theo William du Plessis,** First Defendant, and **Sonnette du Plessis,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 29 May 1995, and a writ of execution dated 31 May 1995, the property listed hereunder will be sold in execution on Friday, 13 October 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain 421 Kabega, Municipality and Division of Port Elizabeth, measuring 876 (eight hundred and seventy-six) square metres, situated at 20 Northumberland Avenue, Kabega Park, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single-storey, brick under tile private dwelling with lounge, kitchen, three bedrooms, bathroom, w.c., garage and servant's room with w.c., pool and concrete boundary walls.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 19,25% (nineteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 4th day of September 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Saak 9840/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Oostelike Provinsie Bouvereniging,** Eiser, en **Isak Jansen,** Eerste Verweerder, en **Estelle Gertrude Jansen,** Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Vrydag, 20 Oktober 1995 om 11:00, op die plek te Kremetartstraat 27, Kleinvlei, Eersterivier:

Erf 1784, Kleinvlei, in die plaaslike gebied Kleinvlei, afdeling Stellenbosch, groot 292 vierkante meter, gehou deur die Verweerder kragtens Transportakte T18571/89 gedateer 5 April 1989.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet, 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 balans van die koopprys tesame met rente daarop teen 18,95% (agtien komma nege 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):

'n Woonhuis bestaande uit drie slaapkamers, sit/eetkamer, kombuis, badkamer en toilet.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandstraat 29, Bellville, en in die kantoor van die ondergetekende.

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

Marais Müller, vir E. L. Conradie, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Case 2349/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Cape of Good Hope Bank Limited,** Plaintiff/Execution Creditor, and **Aerocote Panelbeating CC,** Defendant/Execution Debtor

In execution of a judgment of the Magistrate's Court, Kuils River, in the above matter, a sale will be held on Friday, 20 October 1995 at 10:00, at 3 Valk Street, Amandelsig, Kuils River, of the following immovable property:

Certain land situated at Erf 6118, Kuils River, in the Transitional Metropolitan Substructure of Kuils River, Cape Division, Province of Western Cape, measuring 975 (nine hundred and seventy-five) square metres, held by Deed of Transfer T7989/1993, also known as 3 Valk Street, Amandelsig, Kuils River.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: Vacant plot.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance [with interest at the rate of 18,5% (eighteen comma five per centum) per annum from the date of sale to the date of registration of transfer] against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

Dated at Cape Town this 5th day of September 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. P. E. Whelan/hb/43742.)

Saak 347/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Die Metropolitaanse Oorgangsubstruktuur van Durbanville,** Eiser, en **John Frank Gordon,** Verweerder

In die gemelde saak sal 'n veiling gehou word op Maandag, 16 Oktober 1995 om 11:30, op die perseel van The Paddocks 1, Bowlerslaan, Durbanville:

Erf 7194, Durbanville, in die munisipaliteit Durbanville, groot 450 (vierhonderd-en-vyftig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T17788/1992.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet, 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 balans van die koopprys tesame met rente daarop teen 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):

'n Woonhuis bestaande uit drie slaapkamers, een-en-'n-halwe badkamer, kombuis, sitkamer, eetkamer en enkelmotorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju vir die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

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

E. Louw, vir Louw & Coetzee, Prokureur vir Eiser, Hoofweg 35, Posbus 146, Durbanville, 7550. (Tel. 96-3180/1.)

Case 897/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jacobus Emanual Boltney,** married in community of property to **Hendriena Caroline Boltney,** Defendant

In terms of judgment given in the Magistrate's Court, Hermanus, on 15 June 1995, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 627, Fisherhaven, in the area of the Greater Hermanus Transitional Metropolitan Substructure of Hermanus, Division of Caledon, Western Cape Province, measuring 1 487 square metres, held by Deed of Transfer T50847/1992, also known as Erf 627, Bolero Avenue, Fisherhaven, will be sold in execution on 20 October 1995 at 12:00, at Erf 627, Bolero Avenue, Fisherhaven, 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, Hermanus, and the undersigned.

The material conditions of 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 centum) 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 fourteen days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arear 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: Incomplete dwelling.

Dated at Somerset West this 31st 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.]

Case 1688/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Mutual & Federal Insurance Company Limited *versus* **Zukile Suttone Tshiwula,** Defendant

In pursuance of a judgment dated 2 September 1994, and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 13 October 1995 at 15:00:

Erf 632, Motherwell N.U.3, Phase 1, in the Administrative District of Uitenhage, in extent 316 (three hundred and sixteen) square metres, situated at 18 Indwe Street, Motherwell N.U.3, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a gaurantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000, with a minimum of R200 plus VAT] are also payable on date of sale.

Dated at 13 September 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1941/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited *versus* **Corpus Christi Sending** Defendant

In pursuance of a judgment dated 18 August 1995, and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A. A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 13 October 1995 at 15:00:

"Erf 2544 Lorraine, in die Munisipaliteit en Afdeling van Port Elizabeth groot 1013 (een duisend en dertien) Vierkante Meter" situated at corner of Karena and Arderne Streets, Lorraine, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof constisting of four bedrooms, lounge, dining-room, family room, kitchen, two bathrooms and double garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a gaurantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000, with a minimum of R200 plus VAT] are also payable on date of sale.

Dated at Port Elizabeth on this 8th day of September 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2262/95

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

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Judgment Creditor, and **Louise Drummond O'Connor,** Judgment Debtor

In pursuance of a judgment granted on 1 June 1995, in the Strand Magistrate's Court, the following property will be sold to the highest bidder on 25 October 1995 at 10:00, at 54 Lancaster Way, Gordons Bay:

Description: Erf 1072, Gordon's Bay, in the Municipality of Gordon's Bay, Stellenbosch Division, in extent four hundred and ninety-six (496) square metres.

Postal address: 54 Lancaster Way, Gordons Bay.

Improvements: Dwelling: Lounge, kitchen, two bedrooms, bathroom/shower, toilet and carport (not guaranteed), held by Deed of Transfer 31195/94.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 17,25% (seventeen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 6th day of September 1995.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Saak 960/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** handeldrywend as Wesbank, Eiser, en **Wilharco BK,** Eerste Verweerder, **Jacobus Gerhard van Rooyen,** Tweede Verweerder, en **Jaco van Rooyen,** Derde Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 11 Augustus 1995, in bogemelde saak, sal 'n verkoping per openbare veiling gehou word deur die Balju van Kimberley voor die Landdroshofgebou, op 2 November 1995 om 10:00, van die ondergemelde eiendom van die Verweerder op die voorwaardes wat ter insae lê by die kantore van die Balju en wat deur hom gelees sal word voor die verkoping:

1. Sekere Erf 9961 (Beanstraat 28, Kimberley: Besigheidsperseel), geleë in die stad en distrik Kimberley, groot 467 vierkante meter.

2. Sekere Erf 9960 (Beanstraat 30, Kimberley: Onverbeter), geleë in die stad en distrik Kimberley, groot 429 vierkante meter.

Albei gehou kragtens Akte van Transport T9339/93 en T9340/93.

Terme: 10% (tien persent) van die koopprys in kontant, en die afslaer se gelde in kontant op die dag van die verkoping en die balans teen transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf te word.

Gedateer te Kimberley hierdie 13de dag van September 1995.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley. [Tel. (0531) 3-2651.]

Case 14870/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Fidelity Bank Ltd,** incorporating the former Eastern Province Building Society, Plaintiff, and **Miss Margaret Nombulelo MJO,** Defendant

In pursuance of a judgment of the above Honourable Court, dated 2 May 1995, and a warrant of execution, against immovable property issued pursuant thereto, the undermentioned property will be sold in execution on 20 October 1995 at 09:00, at the Magistrate's Court, Lower Oxford Street, East London:

(a) Section 102 (one hundred and two) as shown and more fully described on Sectional Plan SS 6/1992 in the scheme known as St George's Gardens, in respect of the land and building or buildings situated as Southernwood in the Municipality of the City of East London of which section the floor area according to the said sectional plan is in extent 95 (ninety-five) 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 said sectional plan;

which unit is held by Deed of Transfer ST 2410/1993.

An exclusive use area described as CP10, being Covered Carport No. 10, measuring 15 (fifteen) square metres, being as such part of the common property, comprising the land and the scheme known as St George's Gardens in respect of the land and building or buildings situated at Southernwood in the Municipality of the City of East London, as shown and more fully described on Sectional Plan SS 6/1992.

Which unit is held by ST 2813/1992, SK50/1993 S.

Which property is also known as Flat 32, Rose Gardens, 58 St George's Road, Southernwood, East London.

Nothing in regard to the property or any buildings which may be erected is guaranteed.

The conditions of sale subject to which the property will be sold will lie for inspection at the office of the Sheriff of the Magistrate's Court, lower Oxford Street, East London, from the date of publication of this notice.

Dated at East London this 4th day of September 1995.

Bradfield & Cock, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, corner of Oxford and Union Streets, East London. (Ref. J. N. Cocks/ALP.)

Case 8832/94
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Don Gqamana,** First Defendant, and **Nokwanda Allouisa Gqamana,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court, on Tuesday, 31 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 for the Supreme Court, 52 Park Avenue, Rocklands Medical Centre, Mitchells Plain:

Erf 443, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 496 square metres, and situated at 43 Dickens Drive, Mandalay, Mitchells Plain.

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

A 66 square metre main dwelling consisting of a lounge/dining-room, kitchen, two bedrooms, bathroom, water closet and shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 12th day of September 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1821/4571.)

Case 9133/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Erefaan Ismail,** First Defendant, and **Noer Tape,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 4 September 1992, the property listed hereunder, and commonly known as 44 Kipling Street, Mandalay will be sold in execution at the premises on Tuesday, 17 October 1995 at 10:00, to the highest bidder:

Erf 301, Mandalay, situated in the Local Area of Mandalay, Cape Division, in extent 688 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Park Lane, Rocklands Medical Centre, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 21st day of August 1995.

I, Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1212.)

Case 20731/95

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **Jacobus Martin Ras,** First Defendant, and **Petronella Johanna Magdalena Ras,** Second Defendant

The undermentioned property will be sold in execution at the premises at 37 Cleveland Street, Boston, Bellville on 17 October 1995 at 10:30:

Erf 9587, Bellville, situated in the area of the Transitional Metropolitan Substructure of Bellville, Western Cape Province, in extent 495 (four hundred and ninety-five) square metres.

Comprising three bedrooms, lounge, dining-room, kitchen, bathroom, toilet, tiled roof, garage and free standing.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court of Bellville, and will be read out by the auctioneer prior to the sale.

K. G. Kemp, for Smuts, Kemp, Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. (Tel. 945-3646.)

Case 4495/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Ltd,** Plaintiff, and **Jan Jacobus Nel Smit,** Defendant

In execution of a judgment in the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned matter, a sale in execution of the undermentioned property will be held on, Friday, 20 October 1995 at 10:30, at corner of Pikkewyn Street, Vermont, Erf 689, Vermont, to the highest bidder subject to the conditions hereinafter set out and subject to the further conditions to be read out by the auctioneer at the sale:

Property: Erf 689, Vermont, in the area of the Local Council of Vermont, District of Caledon, commonly described as corner of Pikkewyn Street, Vermont, in extent 620 square metres, held by Deed of Transfer T61441/91.

Description: The following information is tendered without any guarantee: Erf 689, Vermont, commonly described as corner of Pikkewyn Street, Vermont is a private dwelling under an asbestos roof, consisting of an entrance hall, open plan kitchen, laundry, television room, dining-room, lounge, two bedrooms, bathroom complete with shower, toilet, bath and washbasin on the ground floor; bathroom with bath, toilet and washbasin, large bedroom with an L-shaped balcony on the first floor. Single garage not attached to the dwelling, enclosed backyard with boundary walls. Corner plot.

Conditions of payment: Ten per cent (10%) of the purchase price of the said property in cash is payable on the day of the sale and the balance of the purchase price against registration of transfer. The purchaser shall within fourteen (14) days of the date of this sale furnish the Plaintiff with a guarantee to the satisfaction of the Plaintiff's attorneys for the due payment of the balance of the purchase price, interest and transfer costs and due fulfilment of all the purchaser's obligations under the conditions of sale.

The purchaser shall pay the auctioneer's commission to the Sheriff at Hermanus.

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

J. H. Katz, for Miller Gruss Katz & Traub, Plaintiff's Attorneys, 25th Floor, Trust Bank Centre, Heerengracht, Cape Town. [Tel. (021) 419-7990.] (Ref. JHK/ch/027389.)

Case 680/95

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

In the matter between **N.B.S. Bank Ltd,** Plaintiff, and **Cornelius Rykaart,** First Defendant, and **Denise Elizabeth Hodgskin (now Mrs Rykaart),** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 10 March 1995, the undermentioned property will be sold in execution at the premises on Thursday, 26 October 1995 at 11:00:

Erf 3253, Bellville, in the Municipality of Bellville, Cape Division, measuring 934 (nine hundred and thirty-four) square metres, held by Deed of Transfer T26092/94, comprising lounge, family room, dining-room, three bedrooms, one and a half bathrooms, kitchen, laundry, outside room and swimming-pool, and known as 10 Byron Street, Hoheizen, Bellville.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten per cent) thereof in cash on signing of the conditions of sale.

2. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected at his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this the 8th day of September 1995.

M. Shevel, for Cohen, Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 9834/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of SA Ltd,** Plaintiff, and **Hans Kammies,** Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 16 November 1994, the undermentioned property will be sold in execution at the Magistrate's Court, Voortrekker Road, Kuils River, on Friday, 20 October 1995 at 09:00:

Erf 1306, Hagley, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 330 (three hundred and thirty) square metres, held by Deed of Transfer T31670/93, comprising lounge, three bedrooms, bathroom and kitchen, and known as 9 Sir Percival Street, Camelot, Blue Downs.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:*

The purchase price shall be paid as to 10% (ten per cent) thereof in cash on signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected at his office or at the offices of Plaintiff's attorneys as reflected hereunder.

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

M. Shevel, for Cohen, Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 30166/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank of S.A. Limited,** Plaintiff, and **Arnold Mattheus Schoonwinkel,** Defendant

In pursuance of judgment granted on 21 October 1992, in the Cape Provincial Division of the Supreme Court of South Africa and under a writ of execution issued thereafter by the Magistrate's Court, after the judgment was transferred to the Magistrate's Court in terms of section 65 M of Act No. 32 of 1994, the immovable property listed hereunder will be sold in execution on 19 October 1995 at 09:00, at the Magistrate's Court, Parade Street, Cape Town, to the highest bidder:

Description: Section 35 as shown and more fully described on Sectional Plan SS176/1987 in the building or buildings known as Langholm, situated at Gardens in the Municipality of Cape Town. An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section, in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST176/1987(35)(Unit), in extent 97 (ninety-seven) square metres.

Postal address: 42 Langholm Flats, Kloof Street, Gardens.

Improvements: The following improvements are reported but not guaranteed: Flat with brick walls and with large lounge with enclosed balcony, bedroom, dining-room (or second bedroom) kitchen and bathroom.

Held by the Defendant under Certificate of Registered Sectional Title ST176/1987(35)(Unit).

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 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.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The property is at present occupied by protected tenants under the Rental Control Act, Act No. 80 of 1976.

6. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff of the Court, and at the offices of the undersigned.

M. Rautenbach, for L. Kadish & Company, Fifth Floor, De Waal House, 172 Victoria Road, Woodstock. (Ref. MR/SC/F71.)

Case 25727/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Petrus Jakobus Pienaar,** First Defendant, and **Wilderness Waters and Forest Estate (Pty) Limited,** Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) dated 6 February 1995 and subsequent notice of attachment, dated 9 March 1995, the undermentioned properties will be sold by the Sheriff of the Supreme Court, George, on Friday, 13 October 1995, to the highest bidder without reserve at 11:00, at the Magistrate's Court, York Street, George:

Portion 33 of the farm Diep Rivier 178, George; Portion 40 of the farm Hoogekraal 182, George; Portion 44 of the farm Hoogekraal 182, George; Portion 45 of the farm Hoogekraal 182, George, and Remaining Extent of Portion 6 of the farm Hoogekraal 182, George, and which conditions will be read by him before the sale of the following properties owned by the Second Defendant:

Portion 33 of the farm Diep Rivier 178, situated in the Division of George, measuring in extent 3,0931 hectares, held under Deed of Transfer T52675/81.

Portion 40 of the farm Hoogekraal 182, situated in the Division of George, measuring in extent 10,4118 hectares, held under Deed of Transfer T20629/82.

Portion 44 of the farm Hoogekraal 182, situated in the Division of George and Portion 45 of the farm Hoogekraal 182, situated in the Division of George, measuring in extent 10,0495 hectares, held under Deed of Transfer T39678/82.

Remaining Extent of Portion 6 of farm Hoogekraal 182, situated in the Division of George, measuring in extent 289,7755 hectares (338,3125m), held under Deed of Transfer T39678/82.

For further enquiries, kindly contact the Sheriff of George, Mr Oldewage (Jr), at telephone number (0441) 73-5555.

The above properties consist of vacant stands.

Conditions:

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

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

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

Dated at Pretoria on this 18th day of September 1995.

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

Case 38528/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Randall Keith Kinnear,** First Defendant, and **Yvonne Muriel Kinnear,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 3 January 1995 and a writ of execution dated 9 January 1995, the property listed hereunder will be sold in execution on Friday, 13 October 1995, at the front entrance of the New Law Courts, North End, Port Elizabeth at 14:15:

Certain Erf 15365, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 275 (two hundred and seventy-five) square metres, situated at 96 Barberry Drive, Bethelsdorp Extension 32, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, detached, private dwelling, brick under tile with lounge, kitchen, two bedrooms, bathroom and w.c.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,25% (eighteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth on this the 4th day of September 1995.

Joubert Calpin & Searle, Plaintiff's Attorneys, First Floor, N.B.S. Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case 33997/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Boland Bank Limited,** Plaintiff, and **Ashley Sias,** Defendant

In pursuance of a judgment of the above Court dated 28 November 1994, and an attachment in execution dated February 1995, the following property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, by public auction on Friday, 20 October 1995 at 14:15, to the highest bidder:

Erf 1215, Algoa Park, in extent 557 square metres, held under Title Deed T80174/1992, bonded to Saambou Bank, Bond B90021/1992, situated at 26 Hals Place, Algoa Park, 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 North, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) in cash on the date of sale and the balance against transfer.

Dated at Port Elizabeth this 14th day of September 1995.

Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth. (Ref. L. Schoeman/BA/B811.)

Case 17987/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town,** Plaintiff, and **Rudewaan Osman,** Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 25 October 1993 and warrant of execution dated 14 March 1994, the following will be sold in execution on 10 October 1995 at 09:00, at the Court-house being:

Certain land situated at Mitchells Plain, Cape, being Erf 928, measuring 208 (two hundred and eight) square metres, held under Deed of Transfer 30067/1984 dated 12 June 1990, also known as 1 Grape Close, Westridge, Mitchells Plain.

Conditions of sale:

2. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the Title Deed in so far as these are applicable.

3. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, kitchen, bathroom, toilet and lounge.

4. *Payment:*

4.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank-guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange;

4.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

4.3 interest shall be paid on—

4.3.1 the amount of Plaintiff's claim at the rate of twenty-one (21%) per calculated daily and compounded monthly from the date of sale to date of registration of transfer;

4.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

4.4 All the amounts mentioned in paragraphs 4.2 and 4.3 above are to be secured by the purchaser by approved bank-guarantee to be delivered within (14) (fourteen) days of the sale to the Execution Creditor's conveyancers.

Full conditions of sale:

5. The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town this 13th day of September 1995.

Silberbauers Inc., Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. 103642/Mrs Liebrandt.)

Case 403/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Richard James Long,** First Execution Debtor, and **Elizabeth Ann Long,** Second Execution Debtor

In execution of the Judgment of the Magistrate's Court of Simon's Town in the above matter, a sale will be held on Wednesday, 11 October 1995 at 15:00, in front of the Simon's Town Magistrate's Court-house:

Erf 152901, Cape Town at Retreat, situated at Unit 9, Riverside, Regis Road, Retreat, measuring ninety-six square metres, held by Title Deed T14643/94.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Simon's Town, Tel. 786-1576.

Dated at Cape Town on 8 September 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z33659.)

Case 5890/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg No. 87/01384/06), Plaintiff, and **Walter Joseph Hayes,** First Defendant, and **Glynis Natalie Hayes,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 18 May 1995, the property listed hereunder, and commonly known as 6 Casino Crescent, Colorado Park, Mitchells Plain will be sold in execution at the premises on Wednesday, 18 October 1995 at 10:30, to the highest bidder:

Erf 1683, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 400 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11th day of September 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1542.)

Case 1057/95

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

In the matter between **Cape of Good Hope Bank Ltd,** Judgment Creditor, and **Edelstahl (Pty) Limited,** Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Stellenbosch, in the above matter, a sale will be held on Wednesday, 1 November 1995 at 11:00 and at the property of the following immovable property:

Erf 12233, Parow, situated in the Municipality of Parow, Cape Division; in extent 1 983 square metres, held by Deed of Transfer T45974/1980, situated at 105 Taylor Street, Beaconvale Industrial Township, Parow.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed:

A double-storey office block totalling 336 square metres, built of facebrick and glass frontage as well as a large factory totalling 1 128 square metres, built of concrete frame under a roof on steel trusses. There is a leanto totalling 305 square metres, running alongside the factory.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Bellville and at the offices of the undermentioned actioneers.

Michael James Organisation, 63 Victoria Road, Somerset West.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (A. C. Broodryk/156267.)

Case 5521/94

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 **Mark Overmeyer,** Defendant

The following will be sold in execution on 23 October 1995 at 09:00 in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 13287 (portion of Erf 17116), Mitchells Plain, 150 (one hundred and fifty) square metres, held by Deed of Transfer T48439/93, situated at 27 Wellesley Road, Rocklands.

1. The following improvements are reported but not guaranteed: *Dwelling:* Semi-detached, brick building, tiled roof, three bedrooms, kitchen, bath/toilet 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 16,25% (one six 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/Z39116.)

Saak 3063/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), Eiser, en **Jacobus Karelse,** Eerste Verweerder, en **Theresa Joan Karelse,** Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis toegestaan deur die Landdroshof, Somerset-Wes, op 10 Augustus 1993 en 'n lasbrief vir eksekusie, die hiernavermelde eiendom in eksekusie verkoop sal word aan die hoogste bieder op Dinsdag, 17 Oktober 1995 om 10:00 te Roseway 10, Bell Glen, Macassar:

Erf 2847, Macassar, geleë in die plaaslike afdeling Macassar, afdeling Stellenbosch, groot 221 (tweehonderd een-en-twintig) vierkante meter, ook bekend as Roseway 10, Bell Glen, Macassar.

Verkoopvoorwaardes: Die eiendom sal, sonder voorbehoud, verkoop word aan die hoogste bieder en die verkoping sal onderhewig wees aan die terme en voorwaardes van die Wet op Landdroshowe, soos gewysig, en die reëls daarkragtens uitgevaardig.

Die koopprys is betaalbaar by wyse van 'n deposito van 10% (ten persent) aan die Balju vir die Landdroshof, onmiddellik by ondertekening van die verkoopvoorwaardes, en die balans by wyse van kontant of 'n bankgewaarborgde tjek teen registrasie.

Dit word beweer dat die volgende verbeterings op die eiendom is, maar niks word in hierdie opsig gewaarborg nie:

Woonhuis bestaande uit drie slaapkamers, badkamer, sitkamer, eetkamer, kombuis en motorhuis.

Die verkoopvoorwaardes sal uitgelees word voor die verkoping en kan nagegaan word by die kantoor van die Balju vir die Landdroshof, Somerset-Wes.

Gedateer te Strand hierdie 11de dag van September 1995.

O. J. Oliver, vir Morkel Olivier P. du Toit, Prokureurs vir Eisers, Hoofweg 114, Strand.

Case 338/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Nedcor Bank Limited,** No. 51/00009/06, Plaintiff, and **Eldred Vicus van der Nest,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Alfred, dated 25 April 1995, the following immovable property will be sold in execution on Friday, 20 October 1995 at 10:00 at Section 2, Innesdale, Beach Road, Port Alfred:

1. (a) Section 2, as shown and more fully described on Section Plan SS154/93 in respect of the building or buildings situated at Port Alfred, in the Municipality of Port Alfred, Division of Bathurst, of which the floor area, according to the said sectional plan is 118 (one hundred and eighteen) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (hereinafter referred to as "the common property"); held by Deed of Transfer ST4938/93.

2. An exclusive use area described as Yard Area Y2, in extent 52 (fifty-two) square metres being as such a part of the common property, comprising the land and the scheme known as Innesdale, in respect of the land and building or buildings situated at Port Alfred, in the Municipality of Port Alfred, as shown and more fully described on Sectional Plan SS154/93, held under Notarial Deed of Cession SK1615/93.

Street address: Section 2, Innesdale, Beach Road, Port Alfred.

Whilst nothing is guaranteed, it is understood that on the property is a sectional title dwelling consisting of two bedrooms, two bathrooms, combined lounge/dining-room, kitchen and garage.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the date of the sale. The full conditions of the sale can be inspected at the offices of the Magistrate, Port Alfred, the Plaintiff's attorneys and the Sheriff, Port Alfred. Interested parties are asked to contact the Plaintiff who may be prepared to grant loan facilities to an approved purchaser.

Dated at Port Alfred on this the 7th day of September 1995.

De Klerk & Pitcher, Plaintiff's Attorneys, 44 Van der Riet Street, Port Alfred. (Ref. Mr De Klerk/3829.)

Case 8310/95
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Johannes Jakobus Greyling,** First Defendant, and **Anwar Joseph,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 206 Doric, corner of Main and York Roads, Green Point on Tuesday, 24 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 for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

a. Section 41 as shown and more fully described on Sectional Plan LSS260/1990, in the scheme known as Doric in respect of the land and building or buildings situated at Green Point in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 84 (eighty-four) square metres in extent; and

b. an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and situated at 206 Doric, corner of Main and York Roads, Green Point.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 84 square metre apartment.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Montague Gardens this 13th day of September 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/T360/5196.)

Saak 1712/95

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **G P van Rhyn Minnaar & Kie.,** Eiser, en **mev. Lorna van der Merwe,** Verweerderes

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 16 Mei 1995, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 19 Oktober 1995 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 4491, in die munisipaliteit Despatch en afdeling Despatch, groot 951 vierkante meter (negehonderd een-en-vyftig vierkante meter), gehou kragtens Transportakte T13747/1994, geleë te Kerkstraat 154, Despatch.

Verbeterings: 'n Gedeeltelik voltooide 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 4% (vier persent) Balju- (afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg 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 14de dag van September 1995.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. mev. Gilbert/GV0179.)

Saak 4281/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Aan-De-Doorns Koöp Wynmakery Beperk,** Eiser, en **prof. R. K. Belcher,** Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 16 Oktober 1995 om 11:00, op die eiendom te Belcher Wynplaas, Suider-Paarl, Wes-Kaap:

1. Gedeelte 2 van die plaas Ronwe 849, in die afdeling Paarl, provinsie Wes-Kaap, groot 32,4083 hektaar, gehou kragtens Transportakte T5582/90 en onderhewig aan die voorwaardes daarin uiteengesit.

2. Die Restant van Gedeelte 1 van die plaas Lustigan Annex 852, in die afdeling Paarl, provinsie Wes-Kaap, groot 6,4468 hektaar, gehou kragtens Transportakte T5582/90 en onderhewig aan die voorwaardes daarin uiteengesit.

3. Die Restant van Gedeelte 4 (gedeelte van Gedeelte 2) van die plaas Lustigan Annex 852, in die afdeling Paarl, provinsie Wes-Kaap, groot 6,2341 hektaar.

Gehou kragtens Transportakte T5582/90 en onderhewig aan die voorwaardes daarin uiteengesit.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Bogenoemde plase staan as 'n eenheid saam met twee wonings daarop:

1. *Hoofwoning:*

(a) Drie slaapkamers.

(b) Badkamer.

(c) Sit- en eetkamer.

(d) Twee kombuise.

(e) Swembad.

2. *Tweede woning:*

(a) Twee slaapkamers.

(b) Badkamer.

(c) Sitkamer.

(d) Kombuis.

(e) Buitekamer.

3. Wynkelder.

4. Sewe arbeiderswonings.

5. Oopskuur.

6. Buitegebou.

7. Drie damme.

8. Grootste gedeelte onder wingerd.

'n Deposito van 10% (tien persent) van die koopsom in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingsvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Paarl, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, telefoon (02211) 2-8057.

Gedateer te Kaapstad op hierdie 15de dag van September 1995.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Verw. C. van Breda/bg.)

Case 6738/94

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 **Douglas Abraham Louw,** Defendant

The following will be sold in execution on 23 October 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain to the highest bidder:

Erf 1349 (portion of Erf 3561), Mitchells Plain, 144 (one hundred and forty-four) square metres, held by Deed of Transfer T47892/92, situated at 32 Palamino Way, Portlands.

1. The following improvements are reported but not guaranteed: Dwelling: Three bedrooms, bath/toilet, kitchen and lounge (duplex).

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z00007.)

Case 1342/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **M. L. Bradford,** Judgment Debtor

Be pleased to take notice that the undermentioned immovable property will be sold in auction on Tuesday, 24 October 1995 at 09:00, on the property at 8 Suurbessie Street, The Ridge, Stellenbosch:

Please take notice that the conditions of sale will lie for inspection at the Sheriff of the Court, Stellenbosch and will be read out prior to the sale.

The property which will be put up to auction consists of:

Property description: Single-storey with brick walls. Tiled roof. Floors are covered with fitted carpets or novilon. The house consists of lounge, kitchen, three bedrooms, shower, toilet, no garage, no laundry, no carports, no servants' quarters and no store-room.

Take notice that 10% (ten per centum) of the purchase price is to be paid in cash and the balance be secured by a bank-guarantee within 14 (fourteen) days after date of sale.

H. L. N. Joubert, for W. P. Holder Boiskin & Viljoen, Attorney for Plaintiff, Van der Stel Building, Galloway Square, Strand, 7140; (P.O. Box 40). [Tel. (024) 53-1027.] (Ref. CVA/N53P/001.)

Case 1569/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Mr R. A. Cole,** First Judgment Debtor, and **Mrs S. J. P. Cole,** Second Judgment Debtor

Be pleased to take notice that the undermentioned immovable property will be sold in auction on Wednesday, 25 October 1995 at 11:00 on the property at 6 Merry Lane, Van der Stel, Strand:

Please take notice that the conditions of sale will lie for inspection at the Sheriff of the Court, Strand and will be read out prior to the sale.

The property which will be put up to auction consists of property description: Three bedrooms, kitchen, dining-room, toilet, bathroom, no garage and no outbuildings.

Take notice that 10% (ten per centum) of the purchase price is to be paid in cash and the balance be secured by a bank-guarantee within 14 (fourteen) days after date of sale.

H. L. N. Joubert, for W. P. Holder Boiskin & Viljoen, Attorney for Plaintiff, Van der Stel Building, Galloway Square, Strand, 7140; (P.O. Box 40). [Tel. (024) 53-1027.] (Ref. CVA/N53S/001.)

Saak 17780/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN DIE KAAP GEHOU TE KAAPSTAD

In die saak tussen **Die Nasionale Motornywerheidsraad,** Eiser, en **Errol Moses,** Eerste Verweerder, **Abraham Moses,** Tweede Verweerder, en **Mervin Moses,** Derde Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op Woensdag, 18 Oktober 1995 om 12:00, by die perseel Koringweg 42, Crawford, te koop aangebied word:

Erf 39190, Kaapstad, in die munisipaliteit Kaapstad, afdeling Kaapstad, Registrasieafdeling Kaapstad, groot 496 vierkante meter, gehou kragtens Transportakte T15648/1964.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingsvoorwaardes lê ter insae by die Balju, Wynberg en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, telefoonnommer 7613439.

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

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Fax. 418-1329.) (Verw. Me P. Neethling/ms.)

Saak 816/95

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Die Trustees van die Chapman Familie Trust,** Eiser, en **Die Trustees van die Patrysvallei Ontwikkelings Trust,** Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Stellenbosch, gehou te Stellenbosch, gedateer 30 Mei 1995, sal die volgende in eksekusie aan die hoogste bieër verkoop word op 17 Oktober 1995 om 10:00. Die veiling sal plaasvind by die ondergenoemde eiendom:

Sekere Erf Gedeelte 4 van die plaas Patrys Valley 101, in die afdeling Stellenbosch, groot 6,0950 (ses komma nul nege vyf nul) hektaar, kragtens Transportakte T45096/1994, bekend as die plaas Patrysvallei No. 101, in die afdeling Stellenbosch.

Verkoopsvoorwaardes:

1. Die verkoping sal onderworpe wees aan die toepaslike titelaktes van die eiendom en die eiendom sal onderworpe aan die voorafgaande, aan die hoogste bieër verkoop word.

2. *Betaling:*

10% (tien persent) van die koopprys sal kontant betaal word onmiddellik na die verkoping en die volle saldo daarvan, tesame met rente teen die heersende koers van 28% (agt-en-twintig persent) per jaar bereken op die bedrag van vonnisskuldeiser se vordering (en ingeval daar enige ander voorkeurskuldeiser is) dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering van die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van die oordrag, welke bedrag gesekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 (veertien) dae van datum van die verkoping afgelewer moet word.

3. *Voorwaardes:* Die volle verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Bode van die Hof.

4. Beskrywing: 6,0950 hektaar grond hersoneer vanaf landboudoeleindes na onderverdelingsgebied ingelyf by die munisipale regsgebied van Stellenbosch. Die eiendom is geleë langs die Klapmutspad tussen Stellenbosch en Paarl aangrensend aan die Green Oaks-ontwikkeling. Ongeveer 80% van die paaie en ongeveer 90% van stormwater alreeds aangelê.

Gedateer te Kaapstad op hede die 19de dag van September 1995.

F. le Roux, vir Bodenstein Kotzé & De Kok, Prokureur vir Eiser, Saambougebou, Kasteelstraat 45, Kaapstad. [Verw. F. le Roux/C16(p).]

Saak 930/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **C. L. D. J. Heydenrych,** Vonnisskuldeiser, en **H. McCregor,** Vonnisskuldenaar

Ingevolge 'n vonnis gegee deur die Landdroshof, Hermanus, op 10 Julie 1995, en 'n lasbrief vir eksekusie uitgereik op 31 Julie 1995, sal die eiendom bekend as:

Erf 1875, Brackenfell, geleë in die gebied van die Metropolitaanse Oorgangssubstruktuur van Brackenfell, afdeling Stellenbosch, provinsie Wes-Kaap, geleë te Reservoirstraat 18, Brackenfell, groot 819 (agthonderd en negentien) vierkante meter, gehou kragtens Transportakte T8376/82, in eksekusie verkoop word op 19 Oktober 1995 om 12:30, te bogenoemde adres op die terme en voorwaardes wat onmiddellik en voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Brackenfell, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Vonnisskuldeiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 (veertien) dae na die datum van die verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente op die kapitale bedrag bereken teen 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, aan die Vonnisskuldeiser betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Landdroshofwet en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: 'n Woonhuis met buitegeboue, drie slaapkamers, sitkamer, eetkamer, een en 'n half badkamer, kombuis met bediendekamer en buite enkelmotorhuis.

Gedateer te Hermanus op die 19de dag van September 1995.

L. B. Vorster, vir Vorster & Steyn, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Rothnick Croft, Hoofweg 155, Hermanus.

Saak 3271/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk,** Vonnisskuldeiser, en **Marthinus Olivier,** Eerste Vonnisskuldenaar, en **Hester Magdalena Olivier,** Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 17 Oktober 1995 om 11:00, te Simfonielaan 189, Paarl, naamlik:

Erf 16647, Paarl, in die munisipaliteit en afdeling Paarl, groot 248 (tweehonderd agt-en-veertig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T71298/91, en geleë te Simfonielaan 189, Paarl.

Die volgende verbeteringe word aangegee maar nie gewaarborg nie: Woning onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig.

2. Die volle koopprys plus afslaerskommissie is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 29ste dag van September 1995.

Gaum-Le Roux, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 1244/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Frederick Phillips,** Plaintiff, and **André Breitenbach,** Defendant

1. The undermentioned property will be sold on 18 October 1995 at 11:30, at the 3 Menlo Crescent, Edgemead, Cape, in execution of a judgment obtained in the above-mentioned matter on 24 March 1995:

The Defendant's right, title and interest in and to the leasehold of Erf 18503, in the Municipality of Goodwood, Cape Provincial Division, measuring 609 (six hundred and nine) square metres, held under Deed of Transfer T34396/1976, situated at 3 Menlo Crescent, Edgemead, Cape (the property).

2. The improvements to the property consist of the following although nothing is guaranteed: Brick dwelling with vibracrete all around the house, lose standing garage with carport and tile roof, three bedrooms (main bedroom - en suite), lounge, TV-room, kitchen and two bathrooms.

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 with 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceed 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 of the Supreme Court, Goodwood, Libra House, 29 Northumberland Street, Bellville, during normal office hours.

Dated at Cape Town on this 15th day of September 1995.

Francis Thompson & Aspden, Attorneys for Plaintiff, 5 Leeuwen Street, Cape Town. (Ref. T. L. Maughan/LAD/W24184.)

Saak 1878/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **A. H. Marais Seuns (Edms.) Beperk,** Eiser, en **S. Lucas,** Verweerder

Ingevolge 'n vonnis gelewer op 11 Mei 1994, in die Worcester Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op Vrydag, 20 Oktober 1995 om 11:00, te Sohngelaan 82, Worcester, aan die hoogste bieër:

Erf 12144, Worcester, geleë in die gebied van die Worcester Plaaslike Oorgangsraad, afdeling Worcester, groot 578 vierkante meter, gehou kragtens Transportakte T10750/1994.

Straatadres: Sohngelaan 82, Worcester.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieër verkoop word.

2. 10% (tien persent) van die koopprys moet in kontant betaal word ten tye van die verkoping en die volle balans met rente teen die heersende koers van 20% (twintig persent) per jaar bereken op die bedrag van die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige Voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige Voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrag versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 dae vanaf datum van verkoping afgelewer moet word.

4. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester hierdie 1ste dag van September 1995.

Maritz Murray & Fourie, Prokureurs vir Eiser, Adderleystraat 26, Worcester. (Verw. JCE/cdut/M115/Z11218.)

NATAL

Case 5875/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Aegis Insurance Company Limited,** Execution Creditor, and **Frederick Pomeroy Abraham,** Execution Debtor

In pursuance of judgment granted on 27 February 1995 in the Supreme Court in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 20 October 1995 at 09:00, by the Sheriff, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder, with a reserve price of R53 830,00 (fifty-three thousand eight hundred and thirty rand):

Description: Lot 834 Verulam (Extension 11), situated in the Borough of Verulam and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 650 square metres, held in the name of the Execution Debtor and Pathmasolahani Abraham, married in community of property to each other. The property is held under Deed of Transfer T8426/80, dated 28 April 1980.

Postal address: 19 Tariq Road, Riyadh Township, Verulam.

Improvements: Brick under tile dwelling with water and lights, consisting of four bedrooms with two en suites, kitchen, lounge, dining-room, toilet and bath.

Outbuildings: Double garage and brick fencing around house.

Town-planning: Zoning: Special Residential.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, plus the Sheriff's commission of 5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) on the balance with a maximum of R6 000 and minimum of R100, after the conclusion of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Tongaat, Natal, within 21 days after the date of sale.

3. The property shall be sold as it stands.

4. The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, Suite 7, Foresum Centre, 314 old Main Road, Tongaat, Natal, or at our offices.

Dated at Durban this 4th day of September 1995.

D. C. Gardyne, for David Gardyne & Partners, Execution Creditor's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/VL/GAE653.)

Case 6854/95

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 **Johnson Machanda Khuzwayo,** Judgment Debtor

In pursuance of judgment granted on 3 August 1995, in the Verulam Magistrate's Court and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 October 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Site 1180, Township of Ohlanga, District of Verulam, in extent three hundred and twenty (320) square metres.

Postal address: Site 1180, Ohlanga.

Improvements: Block under asbestos dwelling, consisting of bedroom, lounge with kitchen, toilet outside, no bathroom and water and lights facilities.

Held by the Defendant in his name under Deed of Grant TF119/93.

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 8th day of September 1995.

P. A. Jenkins, for 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/K229:K100-0167.)

Case 1662/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Barry Chris White,** Defendant

In pursuance of a judgment granted on 15 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 20 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Couper Street, Stanger:

Description: Lot 61, Blythedale Beach, situated in the Blythedale Beach Health Committee Area, Administrative District of Natal, in extent nine hundred and twenty-nine (929) square metres, now reading as Lot 61 Blythedale Beach, situated in the kwaDukuza/Stanger Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent nine hundred and twenty-nine (929) square metres.

Address: 9 Garrick Road, Blythedale Beach, Stanger.

Improvements: Split-level brick under tile dwelling consisting of three bedrooms (one en suite), bath, toilet, kitchen, sun room and entertainment verandah. Bottom level consisting of an office and double garage, outside is a jacuzzi, servant's room, toilet and swimming-pool.

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, Stanger.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/FK/05N011618.)

Case 16815/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Leslie Jean Labuschagne,** Defendant

In pursuance of judgment granted on 20 April 1995 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 19 October 1995 at 14:00, in front of the Magistrate's Court House, Somtseu Road, Durban:

Description: A unit consisting of:

(a) Section 24, as shown and more fully described on Sectional Plan SS76/94, in the scheme known as 27 Galway Road, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan, is 59 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

(c) an exclusive use area described on PB4 on Sheet 3, measuring 12 square metres, being as such part of the common property, comprising the land and the scheme known as 27 Galway Road, in respect of land and building or buildings situated at Durban, as shown and more fully described on Sectional Plan SS76, held under Notarial Deed of Cession SK3994/94.

Postal address: 205 Cordia, 27/35 Galway Road, Mayville, Durban.

Improvements: Flat consisting of lounge/dining-room, kitchen, two bedrooms, toilet/bath.

Outbuildings: Parking bay.

Town-planning zoning: General Residential 2.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 21 Stafmeyer House, Beach Grove, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

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

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL2323.)

Case 18601/94

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

In the matter between **Consortium Halal Meats Dist (Pty) Ltd,** Execution Creditor, and **Mahomed Kassim,** Execution Debtor

In pursuance of a judgment granted on 28 October 1994 in the above Court and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution on 17 October 1995 at 14:00, on the front steps of the Durban Magistrate's Court, Somtseu Road, Durban, or so soon thereafter as possible to the highest bidder:

Description of immovable property: Subdivision 298 of the farm Sydenham 14101, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 102 square metres.

Postal address: 80 Dunrobin Crescent, Asherville, Durban.

Zoning: Residential (but nothing is guaranteed in respect thereof).

Material conditions:

1. The sale shall be subjected to the terms and conditions of the Magistrates' Courts Act, and the rule made hereunder.

2. The sale is for cash only.

3. The property is sold voetstoots.

4. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charges in cash at the time of the sale.

5. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

6. The purchaser shall be liable for interest at the rate of 15,5% (fifteen comma five per cent) per annum, to the Execution Creditor and to the bondholders at the rate prescribed in the mortgage bond from the date of sale to date of transfer.

7. The transfer shall be effected by J. Kissoon Singh and Company and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fee (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

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

Dated at Durban this 30th day of August 1995.

J. Kissoon Singh & Co., Plaintiff's Attorneys, First Floor, International Plaza, 128/132 Commercial Road, Durban. (Ref. Miss Kadwa/AG/0C001020.)

Case 72200/94

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 **Vinod Ramphal,** First Defendant, and **Jasmin Ramphal,** Second Defendant

In pursuance of judgment granted on 18 November 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 20 October 1995 at 09:00, at the front entrance to the Magistrate's Court, Verulam:

Description: Lot 1128, Tongaat Extension 6, situated in the Township of Tongaat, Administrative District of Natal, in extent 513 square metres.

Postal address: 39 Belvedere Road, Buffelsdale, Tongaat.

Improvements: Brick under tile dwelling with water and lights, consisting of three bedrooms, fully carpeted, kitchen, lounge, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

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

2. The purchaser shall pay a deposit of 10% (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 and building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/KK/05N011616.)

Case 33586/94

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 **Ahmed Sadeck Dawood Mansoor,** Defendant

In pursuance of judgment granted on 15 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 19 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Durban:

Description: Lot 1309, Isipingo Extension 7, situated in the Borough of Isipingo, and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 948 square metres.

Postal address: 75 Jacaranda Crescent, Isipingo.

Improvements: Double-storey house, tiled roof, kitchen, tiled fitted cupboards, dining-room and lounge, bathroom, bath, shower, toilet, basin, two bedrooms, one bedroom with en suite, shower, toilet and basin, swimming-pool incomplete and braai area incomplete.

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 and 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/05N011555.)

Case 14923/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Patrick Duncan Bridger,** Defendant

In pursuance of a judgment granted on 13 April 1995, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 19 October 1995 at 10:00, in front of the Magistrate's Court, North Facing Entrance, Somtseu Road, Durban, Natal:

Description: A certain piece of land being a unit consisting of:

(a) Section 10, as shown and more fully described on Sectional Plan SS196/1982, in the scheme known as Blue Horizons, in respect of the land and building or buildings situated at Bluff, in the Local Authority Area of Durban of which section the floor area, according to the said sectional plan, is 82 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 15 Blue Horizons, 1394 Bluff Road, Bluff, Durban.

Improvements: A flat consisting of lounge, two bedrooms, kitchen, bathroom, separate toilet and single garage.

Town-planning Zoning: General Residential 2.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 8th day of September 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL2290.)

Case 1320/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Boy Joseph Msibi,** Defendant

In pursuance of a judgment granted in the above action the immovable property listed hereunder shall be sold in execution, subject to reserve, to the highest bidder, on 26 October 1995 at 10:00, at the Magistrate's Court, Reinhold Street, Melmoth:

1. (a) *Deeds office description:* Ownership Unit B91, situated in the Township of Ulundi, District of Mahlabatini, in extent 1 450 (one thousand four hundred and fifty) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling comprising of four bedrooms, lounge, dining-room, kitchen, two bathrooms and garage. The property is fully electrified and on main sewerage. No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Reinhold Street, Melmoth.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/250/89 (05/K207/250).]

Case 3944/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Johannes Taunyane Mngomezulu,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, subject to reserve, to the highest bidder, on 26 October 1995 at 10:00, at the Melmoth Magistrate's Court, Reinhold Street, Melmoth:

1. (a) *Deeds office description:* Ownership Unit C967, situated in the Township of Ulundi, District of Mahlabatini, in extent 1 145 (one thousand one hundred and forty-five) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey brick under tiled roof dwelling comprising of lounge, dining-room, four bedrooms and two bathrooms. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Reinhold Street, Melmoth.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/358/89 (05/K233/358).]

Case 3589/95

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **George Thulani Nkabinde,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 21 August 1995, the undermentioned property will be sold in execution, on 18 October 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site C3114, 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 6th day of September 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 244/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Number 86/04794/06), Plaintiff, and **Miss Katrina Macpherson,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 21 June 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central, in the front of the Supreme Court-House, Masonic Grove, Durban, at 10:00 on Friday, 13 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 office at 21 Stafmayer House, Beach Grove, Durban, namely:

(a) Section 41 as shown and more fully described on Sectional Plan SS348/85, in the scheme known as Marine View in respect of the land and building or buildings situated at Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which the floor area, according to the said sectional plan is 23 (twenty-three) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the section in accordance with the participation quota as endorsed on the sectional plan,

which property is physcially situated at 41 Marine View, Brews Road, Durban, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST14565/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of entrance passage, kitchen, bathroom/toilet, lounge/sleeping recess.

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 on this 1st 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. [Tel. (031) 304-7614/5.] (Ref. CMK/U016/008533/Mrs Chelin.)

Case 5168/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Sathish Tirubeni Jaggernath,** Defendant, and **Basdhaie Jaggernath,** Defendant

In pursuance of a judgment in the above action the property listed hereunder will be sold in execution on Thursday, 19 October 1995 at 10:00, in front of the Magistrate's Court, Somsteu Road, Durban:

Remaining Extent of Subdivision 101 of Lot 21, Umlaas, situated in the City of Durban, Administrative District of Natal, in extent (407) square metres.

Postal address: 16 Burdwan Road, Merebank.

Improvements: Main building under brick and tile, lounge, dining-room, kitchen, three bedrooms main ensuite bedroom, study, toilet, bathroom and garage attached.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 40 St George's Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

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

Mulla and Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban.

Case 3587/95

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Sekekete Lucas Nhlapho,** 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 18 October 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site Unit D6272, 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 the 6th day of September 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 6583/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Dhanaseelan Venkatasami,** First Defendant, **Soobramoney Venkatasami,** Second Defendant, and **Sannaysie Venkatasami,** Third Defendant

In pursuance of a judgment granted on 11 November 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 October 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 114, Ottawa Extension 3, situated in the Development Area of Ottawa and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 045 (one thousand and forty-five) square metres.

Street address: 14 Candis Road, Ottawa.

Improvements: Brick under tile, water and lights comprising: *Upstairs:* Four bedrooms, kitchen, lounge, dining-room (open plan), toilet and bathroom. *Downstairs:* Two bedrooms, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots):

Town planning zone: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District of Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

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

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z27037/JR/cc.)

Saak 3542/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Mlungisi William Mkwanase,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 21 Augustus 1995, sal die ondervermelde eiendom op 18 Oktober 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Site F504, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 31ste dag van Augustus 1995.

P. G. Steyn, vir de Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 4294/95

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 **Siphiwe Maxwell Shabalala,** First Defendant, and **Nozipho Lucy Grace Shabalala,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the south entrance of the Umlazi Magistrate's Court, near the National and KwaZulu Flag Post, on Friday, 13 October 1995 at 12:00:

Description: Site Y55, situated in the Township of Umlazi, in the District of Umlazi, in extent 459 (four hundred and fifty-nine) square metres, held under Certificate of Right of Leasehold G002481/93.

Physical address: Y55 Umlazi Township, Natal.

Zoning: Special residential.

The property consists of the following: Single storey dwelling comprising two bedrooms, bathroom/toilet, kitchen and dining-room. There are no outbuildings.

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, Umlazi, Natal.

Dated at Durban this 29th day of August 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref: Mr J. A. Allan/S.8575/mvr.)

Saak 3541/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Mhlupheki Christopher Mthembu,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 21 Augustus 1995 sal die ondervermelde eiendom op 18 Oktober 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit C235, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 31ste dag van Augustus 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 11272/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Sandi Majali,** First Execution Debtor, and **Nomvuzo Nokhwezi Alice Majali,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 3 August 1995, the property listed hereunder will be sold in execution on 20 October 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Subdivision 13 of Lot 2867, Pinetown, situated in the Borough of Pinetown and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent two thousand two hundred and seventy (2 270) square metres.

Postal address: 19 Hamilton Road, Pinetown, KwaZulu/Natal.

Town-planning Zoning: Residential.

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

A single storey brick and tile dwelling consisting of lounge/dining-room, four bedrooms, two bathrooms, shower, two w.c.'s, family room, enclosed verandah, breakfast nook, entrance hall and porch, precast fencing, tarmac driveway, gates, retaining walls, slasto paving, swimming-pool and aluminium awning.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 6th day of September 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/338.)

Case 8548/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Susheila Devi Naidoo,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 20 October 1995 at 10:00:

Description: Subdivision 3 of Patel of A of C of the farm Duikerfontein 785, situated in the City of Durban, Administrative District of Natal, in extent one thousand two hundred and forty-nine (1 249) square metres, held under Deed of Transfer T29227/87.

Physical address: 23 Westview Road, Greenwood Park, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick/plastered under asbestos roof dwelling, comprising three bedrooms, toilet (novilon floor), bathroom (basin, bath, novilon floor), lounge (carpeted floor), dining-room (carpeted floor) and kitchen with fitted cupboards (novilon floor).

The outbuildings comprise: Double garage (separate from house), servant's room and toilet/shower (attached to garage).

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, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 31st day of August 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5150/mvr.)

Case 3185/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **The Executor C. B. Nene N.O.,** in the estate late S. Nene, Defendant

In pursuance of judgment in the above action immovable property listed hereunder will be sold voetstoots in execution on 20 October 1995 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: All the right, title and interest in and to the leasehold over Lot 379, Klaarwater, situated in the Administrative District of Natal, in extent of 481 square metres, held by Deed of Transfer TL634/90.

Physical address: Lot 379, Klaarwater.

Improvements: Single storey, block dwelling under asbestos, bedroom, bathroom, kitchen and lounge.

1. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

2. The full conditions may be inspected at the office of the Sheriff Pinetown or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 9981/90

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **T. Moonsamy,** First Defendant, and **M. Moonsamy,** Second Defendant

In pursuance of judgment in the above action immovable property listed hereunder will be sold voetstoots in execution on 20 October 1995 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Subdivision 5 of Lot 582 Kloof, situated in the Borough of Kloof and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 528 square metres, held by Deed of Transfer T5163/85.

Physical address: 16 Temple Road, Wyebank, Kloof.

Improvements: Double storey brick dwelling under tile.

Ground floor: Entrance hall, kitchen/laundry, dining-room, lounge/TV-room, bedroom and bathroom.

First Floor: Bathroom, three bedrooms, bathroom en suite, balcony and prayer room en suite.

Attached: Three garages, plus large family room over with shower and toilet, plus extra shower and toilet.

1. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

2. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 9052/94

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 **Mohomed Ismail,** First Defendant, and **Shaheeda Bibi Ismail,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 3 January 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban South, on the steps of the Supreme Court, Durban, on Friday, 13 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 101 Lejaton, 40 St Georges Street, Durban, namely:

Lot 1972, Merewent, situated in the City of Durban, Administrative District of Natal, in extent 503 (five hundred and three) square metres which property is physically situated at 5 Cochin Place, Merebank, Durban, 4052, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T6781/94.

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, bathroom/toilet, garage, servant's room and shower/toilet.

Zoning: The property is zoned for Special Residential 180 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 23rd 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.] (Docex 71.) (Ref. CMK/005243/A332/Mrs Chetty.)

Case 4813/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Maganathan Govindasamy Reddy,** First Defendant, and **Puspaleela Reddy,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 20 October 1995 at 09:00:

Description: Lot 1198, Tongaat Extension 13, situated in the Township of Tongaat and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and five (1 005) square metres, held under Deed of Transfer T13336/92.

Physical address: 4 Threadneedle Place, Tongaat, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling with water and lights comprising three bedrooms, one with en suite, lounge, dining-room, kitchen, toilet and bathroom. The outbuildings comprise a garage. There is concrete fencing.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court's Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 28th day of August 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/R.583/mvr.)

Case 4029/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Gabriel Boysie Tembe,** 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 13 October 1995 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Unit BB 1264, situated in the Township of Umlazi, District of Umlazi, Natal, in extent of 675 (six hundred and seventy-five) square metres, represented and described on Deed of Grant G1231/87.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit BB1264, in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction thereof of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 28th day of August 1995.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref GRA/myb/50/K0165/C3.)

Case 10/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **P. N. Sibisi,** 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 13 October 1995 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Site E1149, situated in the Township of Umlazi, District of Umlazi, Natal, in extent of 350 (three hundred and fifty) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Site E1149, in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction thereof of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 28th day of August 1995.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/myb/50/K0167/C4.)

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: 25 Jooma Road, Isipingo Rail.

Improvements: A single storey semi-detached dwelling under asbestos roof consisting of three bedrooms, bathroom, kitchen (fitted), lounge, dining-room and servants' quarters. Municipal water supply.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100,00) 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 centum (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 22,00% (twenty-two per centum) 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 offices 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 85804/94

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

In the matter between **Allied Bank,** Execution Creditor, and **Christopher Paul Day,** Execution Debtor

In pursuance of judgment in the action the following immovable property shall be sold in execution on Thursday, 19 October 1995 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

Lot 255, St Winifred's, situated in the Borough of Kingsburgh and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 028 square metres, situated at 2 St Boniface Maze, St Winifreds, Amanzimtoti.

Improvements: Double storey brick and tile house consisting of two bedrooms, bedroom with main en suite with toilet and basin, bath and two toilets, bathroom with bath, basin and shower, lounge, dining-room, kitchen. *Downstairs:* Bedroom with toilet, shower and basin and lounge.

Town-planning Zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per 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) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban, or at our offices.

Meumann & White, Execution Creditor's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Theron/030052.)

Case 1387/95

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

In the matter between **First National Bank of Southern Africa Limited,** Execution Creditor, and **Sithembiso Protus Ngcobo,** Execution Debtor

In pursuance of a judgment granted on 18 July 1995 in the Magistrate's Court for the District of Umlazi, held at Umlazi and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 18 October 1995 at 10:00, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post):

Description: Site Z1414, Umlazi, as shown on General Plan PB626/1986, situated in the Township of Umlazi, District of Umlazi, in extent 437 (four hundred and thirty-seven) square metres, held under Deed of Grant G2082/88.

Street address: Z 1414, Umlazi.

Improvements: A brick plastered dwelling-house with electricity consisting of two bedrooms, bathroom, kitchen and dining-room.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids less than one hundred rand (R100,00) 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 centum (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 17,25% (seventeen comma two five per centum) per annum, to the Bondholder, First National Bank of Southern Africa 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 offices of the Sheriff of the Magistrate's Court, Old Magistrate's Office, Block C, Room 4, V1030, Umlazi.

Dated at Durban this 8th day of September 1995.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 4862/94

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

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Execution Creditor, and **Edward Leonard Meth,** Execution Debtor

In pursuance of judgment granted on 22 February 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 19 October 1995 at 10:00, in front of the Magistrate's Court, North Facing entrance, Durban, to the highest bidder:

Description: A certain piece of land being Sub 1 of Lot 362, Wentworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 983 (nine hundred and eighty-three) square metres.

Postal address: 67 Treasure Beach Road, Bluff, 4052.

Improvements: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom, toilet and bathroom/toilet.

Outbuildings: Two garages, store-room, two staffrooms and shower/toilet.

Town-planning: Zoning: Special Residential 650. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more that one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title and law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban or at our offices.

Dated at Durban this 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. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/029199/Mrs Chelin.)

Case 74494/94

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

In the matter between **Shaun Stafford Brooks,** Judgment Creditor, and **Merrievale Share Block (Pty) Ltd,** Judgment Debtor

In pursuance of judgment granted on 20 December 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 19 October 1995 at 14:00, at Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description: (a) Section 1, as shown and more fully described in Sectional Plan SS211/1993 in the scheme known as Merrivale, 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 section plan is 57 (fifty-seven) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 15 Newburgh, 89 Chelmsford Road, Durban.

Improvements: One and a half bedroom, lounge, combined toilet and bathroom, kitchen and small garden.

Held by the Defendant in his name under Deed of Transfer ST8918/93.

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 date 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.

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, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 11th day of September 1995.

A. C. MacKinnon, for Browne Brodie & Company, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-3541.]

Case 542/89

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Execution Creditor, and **Vusumuzi Amon Thusi,** Execution Debtor

In pursuance of a judgment granted on 20 February 1989, in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 20 October 1995 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Ownership unit 5889 in extent 719 (seven hundred and nineteen) square metres situated in the Township of Kwandengezi-A in the District of Durban and represented and described on General Plan B.A.109/1969.

Postal address: Unit 5889, Kwa Ndengezi Township, Pinetown.

Improvements: Block under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms/toilet, two garages.

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrates Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 62 Caversham Road, Pinetown or at our offices.

Dated at Durban this 11th 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. [Tel. (031) 304-7614/5.] (Ref. CMK/U045/001392/Mrs Chelin.)

Case 288/95

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Sibusiso L. Thwala,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 17 October 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H3144, situated in the Township of Esikhawini, District of Ongoye, in extent 737 (seven hundred and thirty-seven) square metres.

1. (b) *Property description (not warranted to be correct):* Single-storey brick building comprising workshop and offices. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/aeh/119/95 (05/K771/119).]

Case 2417/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Muzikayise Joseph Kubona,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 19 October 1995 at 11:00, front steps of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A722, situated in the Township of Ngwelezane, District of Enseleni, in extent 866,4 (eight hundred and sixty-six comma four) square metres.

1. (b) *Property description (not warranted to be correct):* Single-storey block under asbestos roof dwelling comprising two bedrooms, lounge/dining-room, kitchen, bathroom/toilet. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the Sheriff's Office, Old Mill Way, Empangeni.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/aeh/821/94 (05/K600/821).]

Case 307/95

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Thuleleni Agnes Ngema,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 17 October 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H2364, situated in the Township of Esikhawini, District of Ongoye, in extent 585 (five hundred and eighty-five) square metres.

1. (b) *Property description (not warranted to be correct):* Single-storey block tiled roof dwelling comprising lounge, dining-room, four bedrooms, kitchen, two bathrooms. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/aeh/144/95 (05/K771/144).]

Case 912/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Sibusiso Llewellyn Thwala,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 17 October 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H2244, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under concrete tile roof dwelling comprising of lounge, dining-room, four bedrooms, kitchen and two bathrooms. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/eah/551/93 (05/K600/551).]

Case 334/95

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Peter Ephriam Hlongwe,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 17 October 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H3798, situated in the Township of Esikhawini, District of Ongoye, in extent 562 (five hundred and sixty-two) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge, kitchen, bedroom and bathroom. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/eah/161/95 (05/K771/161).]

Case 531/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Khumbuzile Joyce Ndlovu,** Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 17 March 1995, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on 13 October 1995 at 09:30, at the Sheriff's Offices, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Ownership Unit Site 2721, Imbali II, in the Township of Edendale, District of Pietermaritzburg, in extent four hundred and nine (409) square metres, represented and described on General Plan 71/1980.

The property is situated at Site 2721, Imbali II, Edendale, Pietermaritzburg, KwaZulu/Natal, and is improved by a semi-detached dwelling-house, constructed of concrete under asbestos roof, consisting of a lounge, two bedrooms, kitchen and outside toilet.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 16,25% (sixteen comma two five per cent) per annum, with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale, which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 13th day of August 1995.

Tatham, Wilkes & Co., Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G13.)

Case 2091/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Udaychand Sewram,** First Defendant, and **Premela Sewram,** Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 7 August 1995, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Greytown, on 13 October 1995 at 11:30, in front of the Magistrate's Court, Bell Street, Greytown, KwaZulu/Natal, to the highest bidder:

Subdivision 2 of Lot 478, Greytown, situated in the Borough of Greytown, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres, held by the mortgagor under Deed of Transfer T27440/87, subject to the conditions contained therein.

The property is situated at 72 Sargeaunt Street, Greytown, KwaZulu/Natal, and is improved by a dwelling-house constructed of brick under Harvey tile roof, consisting of lounge, dining-room, four bedrooms, bathroom, kitchen and laundry.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 17,25% (seventeen comma two five per cent) per annum, with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale, which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 119 Voortrekker Street, Greytown, KwaZulu/Natal.

Dated at Pietermaritzburg this 13th day of September 1995.

Tatham, Wilkes & Co., Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G54.)

Case 1954/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of S A Limited,** Plaintiff, and **Suran Chetty,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) given at Pietermaritzburg, on 16 June 1994, the following immovable property will be sold in execution on Friday, 13 October 1995 at 09:00 at the office of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Subdivision 4 of Lot 84, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 450 square metres, which property is held under Deed of Transfer T20588/1992.

The following information is furnished regarding the property but is not guaranteed:

1. The property is zoned residential and is situated at 11 Rosham Road, Raisethorpe, Pietermaritzburg.

2. The property consists of a face brick under tile semi double storey residence comprising lounge, family room, dining-room, kitchen, two full bathrooms, w.c., three bedrooms, plus basementflat comprising two rooms, kitchen, w.c., shower and single garage.

Conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, Pietermaritzburg, within twenty-one (21) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court, for the District of Pietermaritzburg.

3. The sale is subject to a reserve price of R10 500,00.

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

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case 29396/94

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

In the matter between **NBS Bank Limited,** Judgment Creditor, and **Narandra Singh,** First Judgment Debtor, and **Manitha Devi Singh,** Second Judgment Debtor

In pursuance of a judgment granted by the above Honourable Court, dated 9 February 1995 the following immovable property will be sold in execution on 13 October 1995 at 19:00 at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 5 of Lot 135, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and seventy-six (476) square metres.

The following information is furnished regarding the property but is not guaranteed:

Main building: A double storey brick dwelling with tile roof consisting of lounge, dining-room, kitchen, study, three bedrooms, four bathrooms, two showers, scullery, TV room and four w.c.'s. *Outbuildings:* Two garages, servants' quarters, w.c. and laundry.

The property is situated at: 10 Jerrier Road, Raisethorpe, Pietermaritzburg.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

M. E. Cajee, for Cajee & Associates, Judgment Creditors Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr M. E. Cajee/Vanessa.)

Case 11268/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Michael Vusumuzi Mkhize,** First Execution Debtor, and **Sizakele Evidance Mkhize,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 4 November 1994, the property listed hereunder will be sold in execution on 20 October 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

All the Execution Debtor's right, title and interest in and to the leasehold over Site E235, Kwadabeka, situated in the Township of Kwadebeka, District of Pinetown, in extent two hundred and eighty-one (281) square metres.

Postal address: Site E235, Kwadabeka Township, KwaZulu/Natal.

Town planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A double storey concrete block and tile dwelling consisting of: Lounge, dining-room, kitchen, two bedrooms, bathroom and w.c.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/336.)

Case 12023/95

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

In the matter between **First National Bank of Southern Africa Limited,** Execution Creditor, and **Theunis Gerhardus Viljoen,** Execution Debtor

In pursuance of a judgment granted on 5 June 1995, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 October 1995 at 11:00 at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg:

Description: Lot 1206, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand three hundred and thirty-six square metres (1 336).

Postal address: 17 Kinnoull Road, Pietermaritzburg.

The property consists of land improved by the erection of a single storey dwelling comprising entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets, laundry and including outbuildings comprising three carports, storeroom and toilet.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermarizburg.

Dated at Pietermaritzburg on this the 15th day of September 1995.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 4383/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Silumgile Maria Euventia Mathe,** in her capacity as Executrix in the estate of the late **Mchithwa Khumalo,** Defendant

In pursuance of a judgment granted in the Supreme Court of South (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, Moss Street, Verulam, at 09:00 on Friday, 20 October 1995:

Description: Lot 36, Riverdene, situated in the City of Durban, Administrative District of Natal, in extent 264 (two hundred and sixty-four) square metres, held under Deed of Transfer T24200/93.

Physical address: 142 Grant Dene Road, Newlands West, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of three bedrooms (carpeted), kitchen (tiled), lounge and dining-room (carpeted), toilet and bathroom. Burglar guards are also included.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court's 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, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 5th day of September 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8572/mvr.)

Case 6173/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited,** No. 86/04794/06, trading as United Bank, Plaintiff, and **Yousuf Abdool Samud Ebrahim,** First Defendant, and **Mariam Bibi Ebrahim,** Second Defendant

In pursuance of a judgment granted on 28 September 1993 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 October 1995 at 09:00 at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: A unit consisting of:

(a) Section 17 as shown and more fully described on Sectional Plan SS256/1984 in the scheme known as La Mercy Village in respect of the land and building or buildings situated at Tongaat of which the floor area, according to the said sectional plan is 159 (one hundred and fifty-nine) square meters 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.

Street address: 17 La Mercy Village, 206 South Beach Road, La Mercy.

Improvements: Brick under tile dwelling with water and lights comprising three bedrooms with main en suite, dining-room, lounge, toilet and bathroom and kitchen (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 7th day of September 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Z15791/JR/cc.)

Case 12186/92

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

In the matter between **ABSA Bank Limited,** No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Winston Christopher Wroots,** First Defendant, and **Kushmiri Wroots,** Second Defendant

In pursuance of a judgment granted on 7 December 1992, in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 October 1995 at 10:00 at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown.

Description: Subdivision 10 of Lot 2154, Westville, situated in the Borough of Westville, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 800 (one thousand eight hundred) square metres.

Street address: 19 Syringa Avenue, Westville.

Improvements: Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 12th day of September 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Z10935/JR/cc.)

Case 141/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited,** No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Godfrey Bongani Cele,** Defendant

In pursuance of a judgment granted on 14 February 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 October 1995 at 09:00 at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 480, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 284 (two hundred and eighty-four) square metres.

Street address: 211 Slinger Road, Newlands East.

Improvements: Brick under tile dwelling with water and lights comprising two bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 7th day of September 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Z35156/JR/cc.)

Case 7180/94

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

In the matter between **ABSA Bank Limited** No. 86/04794/06 trading as United Bank, Plaintiff, and **Margery Rose Tyack,** First Defendant, and **Louis Andre Tyack,** Second Defendant

In pursuance of a judgment granted on 31 March 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 17 October 1995 at 14:00, on the front steps of the Magistrate's Court, Somsteu Road, Durban:

Description: Subdivision 52 of Lot 3137, Durban North, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1482 (one thousand four hundred and eighty-two) square metres.

Street address: 8 Champion Place, Virginia, Durban North.

Improvements: A brick and tile dwelling comprising of three bedrooms, lounge, dining-room, kitchen, bathroom, toilet/shower. *Outbuildings:* Lockup garage, spare room, shed, servant's room, toilet/shower and pool. (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town planing zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban on this the 7th day of September 1995.

A. J. McNabb, for Strauss Daly Inc. Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22827/JR/cc.)

Case 6855/95

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 **Simanga Jeremiah Shabane,** Judgment Debtor

In pursuance of judgment granted on 3 August 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 20 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 384, Township of Ohlange, District of Verulam, in extent three hundred and eight (308) square metres.

Postal Address: Unit 384, Ohlange.

Improvements: Block under asbestos, incomplete extension dwelling, consisting of two bedrooms, lounge, kitchen, toilet outside, no bathroom, water and light facilities.

Held by die Defendant in his name under Deed of Grant 13583.

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 date 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 11th day of September 1995.

P. A. Jenkins, for Gavin Gow, Jenkins & Pearse, Plantiff'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/K235:K100-0173.)

Case 6852/95

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 **Hlalawazi Pheneas Hlongwa,** Judgment Debtor

In pursuance of judgment granted on 3 August 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 20 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 18, Township of Ohlange, District of Verulam, in extent four hundred and fifty-seven (457) square metres.

Postal addres: Unit 18, Ohlange.

Improvements: Block under asbestos dwelling, consisting of two bedrooms, lounge, kitchen, toilet (outside), no bathroom, water and lights facilities.

Held by die Defendant in his name under Deed of Grand 9109.

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 11th day of September 1995.

P. A. Jenkins, for 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/K237:K100-0175.)

Case 1005/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Borough of Scottburgh,** Execution Creditor, *versus* **E. Hardman,** Execution Debtor

In pursuance of a judgment granted on 18 August 1994 in the Magistrate's Court, Umzinto, and under a writ of execution issued thereafter dated 22 August 1994 the immovable property listed hereunder will be sold in execution on 20 October 1995 at 10:00 at the office of the Sheriff, 1 Savell Place, Scottburgh South, Scottburgh, to the highest bidder:

Description: A certain piece of land being Lot 324, Scottburgh, situated in the Scottburgh/Umzinto North Transitional Local Council Area and in the Umzinto Regional Water Services Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 069 (one thousand and sixty-nine) square metres. The property is held under Deed of Transfer T5406/1980.

Postal address: 8 Lindsay Drive, Scottburgh, 4180.

Improvements: Brick and plaster under thatched roof complex consisting of back verandah, L shaped dining-room, lounge, combined with sea views, kitchen, two bedrooms with built in cupboards, bathroom, toilet and garage.

Outbuildings: Granny flat.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Scottburgh, within 14 days after the date of the sale.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the said attorneys.

4. The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of the sale to date of transfer.

The full conditions may be inspected at the offices of the Sheriff, 1 Savell Place, Scottburgh South, Scottburgh, or at the offices of C. J. Moggridge, 145 Scott Street, Scottburgh.

Dated at Scottburgh this 14th day of September 1995.

C. J. Moggridge, Attorney for Judgment Creditor, Suite 3, Surfer's Paradise Buildings, 145 Scott Street, Scottburgh, 4180. (Ref. Mr M. S. Mansoor.)

Case 934/94

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

In the matter between **Perm,** a Division of Nedcor Bank Ltd, Plaintiff, and **Zanele Fikile Zikhali,** Defendant

In pursuance of a judgment granted on 30 January 1995 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 17 October 1995 at 09:00, at the Magistrate's Court, Mtunzini:

(a) *Deeds office description:* Ownership Unit J939, Esikhawini Township, District of Ongoye, measuring 338 (three hundred and thirty-eight) square metres in extent.

(b) *Street address:* J939, Esikhawini Township.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of a lounge, dining-room, three bedrooms, full bathroom (en suite), separate toilet, kitchen and a single garage.

(d) *Zoning/Special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hully Street, Mtunzini,.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this the 14th day of September 1995.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni, 3880. (Ref. Mr Rohrs/kr/09/N2668/94.)

Case 4341/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Deenadayalan Nadasen Pillay,** First Defendant, and **Neela Pillay,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local) dated 14 July 1995, the following immovable property belonging to the abovenamed Defendants, will be sold in execution on 13 October 1995 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, Natal, to the highest bidder for cash, without reserve:

Lot 1144, Merewent, situated in the City of Durban, Administrative District of Natal, in extent 450 (four hundred and fifty) square metres, and held as to a one-half ½ share by the Defendants under Deed of Transfer T24280/88 "A" and as to the remaining one-half ½ share under Deed of Transfer T15310/1974.

The following information relating to the property is furnished but not guaranteed in any way:

Physical address: The property is situated at 75 Warangal Road, Merebank, Durban, Natal.

Improvements: The property is a brick under tile roof house. *Main house:* Lounge, wooden floor, dining-room (carpeted), kitchen with cupboards (lino floor, wall half tiled), prayer room, three bedrooms, toilet (wall half tiled), bathroom with shower, cubicle and basin (walls half tiled), separate garage and brick walls.

Terms: The conditions of sale may be inspected at the offices of the Sheriff, Durban South, 101 Lejaton, 40 St Georges Street, Durban, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, Natal, during normal office hours.

Zoning: Special Residential.

Dated at Durban this the 8th day of September 1995.

Thorpe & Hands, Plaintiff's Attorneys, Suite 2522, 320 West Street, Durban. (Ref. KW/ayt/N359/023.)

Case 3798/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sean Owen Saunders,** First Defendant, and **Martha Magdalena Saunders,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Newcastle, dated 31 August 1995, the undermentioned immovable property together with improvements thereon will be sold in execution on 11 October 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Remainder of Subdivision 3 of Lot 786, Newcastle, situated in the Newcastle Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, measuring 2 838 (two thousand eight hundred and thirty-eight) square metres.

Street address: 92 Coronation Road, Newcastle.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle, and will be read immediately prior to the sale.

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

S. W. Saville, for Stuart Saville & Co. Inc. (Reg. No. 93/00701/21), Plaintiff's Attorneys, 48 Paterson Street, P.O. Box 2960, Newcastle, 2940. [Tel. (03431) 5-3021.]

Case 607/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Jacob Johannes Moolman,** 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 17 October 1995 at 10:00, by the Sheriff of the Supreme Court in front of the Magistrate's Court, Colenso, KwaZulu/Natal to the highest bidder for cash, without reserve:

Lot 872, Colenso Extension 18, situated in the Borough of Colenso, Administrative District of Natal, in extent 1 344 (one thousand three hundred and forty-four) square metres, held under Deed of Transfer T14622/93.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 28 Club Road, Colenso Extension 18, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a three bedroomed dwelling with corrugated iron roof, 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 this 12th day of September 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 345.)

Case 168/92

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. C. Ngubo,** Defendant

In pursuance of a judgment granted in the above Honourable Court, on 30 October 1992 and a warrant of execution, the undermentioned property will be sold in execution, on Tuesday, 17 October 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2867, Ezakheni, in extent 438 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G01829/908.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling comprising three bedrooms, living room, kitchen and outbuildings, w.c. and shower.

Extent 438.

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 17 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 value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 15th day of September 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF374.)

Case 144/94

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 **D. Ndungane,** Defendant

In pursuance of a judgment granted in the above Honourable Court, on 14 July 1995 and a warrant of execution, the undermentioned property will be sold in execution, on Tuesday, 17 October 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit D2015, Ezakheni, in extent 250 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G05346/91.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under asbestos roof, comprising two bedrooms, living room and dining-room combined, bathroom, toilet and washbasin.

Extent 250.

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 17 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 value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 15th day of September 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF613.)

Case 18/95

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 **M. M. Mbokazi,** 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, 17 October 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E3082, Ezakheni, in extent 188 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G04544/91.

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 out-buildings, w.c. and shower.

Extent 188.

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 17 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 value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 15th day of September 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF650.)

Case 78/93

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 **N. R. Jali,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 2 December 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 17 October 1995 at 15:00, in front of the Magistrate's Court, Ezakehni:

Unit E2866, Ezakheni, in extent 438 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G01726/90.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling comprising three bedrooms, living room, kitchen and outbuildings, w.c. and shower, extent 438.

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 17 October 1995 at 15:00 at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 15th day of September 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF334.)

Case 4812/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Saambou Bank,** Plaintiff, and **Anandan Doorasamy Naidoo,** Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Inanda, held at Verulam and a writ in execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 20 October 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1215, Tongaat (Extension 13), situated in the Township of Tongaat, Administrative District of Natal, Province of KwaZulu, Natal, in extent nine hundred and thirty (930) square metres.

Postal address: 14 Plane Street, Tongaat.

Improvements: Vacant land.

Town-planning zoning: Residential.

Special privileges: Nil.

Material conditions:

1. The sale shall be subjected to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale and the balance against registration of transfer into the name of the purchaser.

The full conditions of the sale may be inspected at our offices at the Sheriff of the Magistrate's Court, Inanda, District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Tongaat on this 18th day of September 1995.

Bala Naidoo & Co., Plaintiff's Attorney, 10 Luxmi Court, 312 Main Road, Tongaat; c/o Suite 8, Temple Chambers, 52/54 Moss Street, Verulam. (Ref. BN/dr/S181-004.)

Case 4811/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Saambou Bank,** Plaintiff, and **Anandan Doorasamy Naidoo,** Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Inanda, held at Verulam and a writ in execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 20 October 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 954, Tongaat (Extension 5), situated in the Township of Tongaat, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand one hundred and twenty nine (1 129) square metres.

Postal address: 39 Cassaurina Road, Tongaat Beach, Tongaat.

Improvements: Vacant land.

Town-planning zoning: Residential.

Special privileges: Nil.

Material conditions:

1. The sale shall be subjected to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale and the balance against registration of transfer into the name of the purchaser.

The full conditions of sale may be inspected at our offices at the Sheriff of the Magistrate's Court, Inanda, District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Tongaat on this 18th day of September 1995.

Bala Naidoo & Co., Plaintiff's Attorney, 10 Luxmi Court, 312 Main Road, Tongaat; c/o Suite 8, Temple Chambers, 52/54 Moss Street, Verulam. (Ref. BN/dr/S181-003.)

Case 2027/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Allied Bank** (a division of ABSA Bank Limited No. 86/04794/06), Plaintiff, and **Philip Johan van Vuuren,** First Defendant, and **Anna van Vuuren,** Second Defendant

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Friday, 20 October 1995 at 10:00, at the Sheriff's Office, 1 Savell Place, Scottburgh South, to the highest bidder:

(a) Section No. 54 as shown and more fully described on Sectional Plan SS55/88, in the scheme known as Peacehaven in respect of the land and building or buildings situated at Scottburgh, of which the floor area, according to the said sectional plan, is 99 (ninety-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota of the said section.

701 Peacehaven, Marine Terrace, Scottburgh.

Improvements: Open plan kitchen, lounge/dining-room combined, three bedrooms with B.I.C., bathroom, toilet, shower, toilet, undercover parking and included with M-Net.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, 1 Savell Place, Scottburgh South, or at our offices.

Dated at Durban this 18th day of September 1995.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/027754.)

Case 59058/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Umkomaas Seabreeze Development,** First Defendant, **Parmanand Ramkissoon,** Second Defendant, **Prema Ramkissoon,** Third Defendant, and **Hema Ramkissoon,** Fourth Defendant

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Friday, 20 October 1995 at 10:00, at the Sheriff's Office, 1 Savell Place, Scottburgh South, to the highest bidder:

Remainder of Lot 231, Umkomaas, situated in the Township of Umkomaas, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres.

125 Barrow Street, Umkomaas.

Improvements: Vacant lot.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, 1 Savell Place, Scottburgh South or at our offices.

Dated at Durban this 18th day of September 1995.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/026672.)

Case 17326/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Benny Singh** and **Shemeela Devi Singh,** Defendants

In pursuance of a judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 20 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Verulam:

Description: Lot 615, Lenham, situated in the City of Durban, Administrative District of Natal, in extent 201 square metres.

Postal address: 273 Esselen Crescent, Lenham, Phoenix.

Improvements: Block under tile double storey dwelling consisting of upstairs: Three bedrooms and bathroom. *Downstairs:* Lounge, kitchen, toilet, water and light facilities.

Town-planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.

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 and guarantee within 21 (twenty-one) days.

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

Jackson & Ameen, Plaintiff's Attorney, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 37112/95

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 **Pritanya Holdings CC** (CK94/22471/23), Defendant

In pursuance of a judgment granted on 4 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 20 October 1995 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 150, La Mercy, situated in the Township of Tongaat, and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 971 square metres.

Postal address: 31 Coull Drive, La Mercy, Natal.

Improvements: Brick under tile dwelling consisting of: *Main building:* Four bedrooms, lounge, dining-room, study room, kitchen, pantry, three bathrooms, shower, five w.c.'s, entrance hall, laundry, family room, dressing-room, porch, foyer, two balconies, with marble floors, fitted carpets, built-in cupboards and awnings. *Outbuildings:* Two garages, two servant's rooms, two w.c.'s and two showers.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the auctioneer within twenty-one (21) days after the sale to be approved by the Plaintiff's Attorneys.

(b) The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Execution Creditor on the respective amount of the awards in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/KK/05N011662.)

Case 47922/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Premlall Heerdayaram** and **Romila Heerdayaram,** Defendants

In pursuance of judgment granted in the above action, the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 20 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Verulam:

Description: Lot 1634, Forest Haven, situated in the City of Durban, Administrative District of Natal, in extent 223 square metres.

Postal address: 176 Foresthaven Drive, Foresthaven, Phoenix.

Improvements: Block under asbestos semi-detached double-storey dwelling comprising of downstairs: Lounge, kitchen and toilet, upstairs two bedrooms and bathroom, water and light facilities.

Town-planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.

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 guarantee within 21 days.

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

Jackson & Ameen, Plaintiff's Attorney, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 41317/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Ismail Shaikh,** First Defendant, and **Thilkamma Shaikh,** Defendant

In pursuance of a judgment in the above action the property listed hereunder will be sold in execution on Friday, 20 October 1995 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam:

A unit consisting of Section 30, as shown and more fully described on Sectional Plan SS24/90, in the building or buildings known as Village Mews, situated at Tongaat, Administrative District of Natal, of which the floor area, according to the said sectional plan, is 86 square metres in extent, and an undivided share in the common property in the land and building or buildings, as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section.

An exclusive use area described as Yard Area Y30, measuring 12 (twelve) square metres, being part of the common property, comprising the land and building or buildings, known as Village Mews, situated at Tongaat, Administrative District of Natal, as shown and more fully described on Sectional Plan SS24/90.

An exclusive use area described as Garden Area G30, measuring 20 (twenty) square metres, being part of the common property, comprising the land and building or buildings, known as Village Mews, situated at Tongaat, Administrative District of Natal, as shown and more fully described on Sectional Plan SS24/90.

Postal address: Flat 30, Village Mews, Henrietta Street, Tongaat.

Improvements: Double storey semi-detached dwelling consisting of:

Upstairs: Two bedrooms, toilet and bathroom.

Downstairs: Kitchen, lounge and dining-room, bedroom and burglar guards are present.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 13th day of September 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 4741/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Timothy Tamsanqa Ngcobo,** First Defendant, and **Gugulami Purity Ngcobo,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 31 July 1995, the following immovable property belonging to the above-named Defendants, will be sold in execution on 20 October 1995 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, Natal, to the highest bidder for cash, without reserve:

Subdivision 104 of Lot 446, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 242 (two hundred and forty-two) square metres, and held by the Defendants under Deed of Transfer T9128/95.

The following information relating to the property is furnished but not guaranteed in any way:

Physical address: The property is situated at 17 Broadhill Place, Newlands East, Durban.

Improvements: The property is a brick under tile dwelling, with water and lights consisting of three bedrooms (carpeted), kitchen (tiled), lounge (tiled), toilet and bathroom and no fence or burglar guards are present.

Terms: The conditions of sale may be inspected at the offices of the Sheriff, Inanda District 2, Suite 7, First Floor, Forsum Centre, 314 Main Road, Tongaat, 4400, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, Natal, during normal office hours.

Dated at Durban this 11th day of September 1995.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. KW/ayt/N359/031.)

Case 1687/95

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

In the matter between **First National Bank of Southern Africa Limited,** Execution Creditor, and **Moffat Muziwensizwa Mabhida,** First Execution Debtor, and **Agnes Fikile Mabhida,** Second Execution Debtor

In pursuance of a judgment granted on 3 February 1995, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 October 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 20 (of 14) of Lot 35, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 428 (one thousand four hundred and twenty-eight) square metres.

Postal address: 3 Palm Grove, Prestbury, Pietermaritzburg.

The property consists of land improved by a single-storey dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower and toilet together with outbuildings comprising a store-room and toilet.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder, and the full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg, this 21st day of September 1995.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 2167/91

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Lex Mona Vundla,** Defendant

In pursuance of judgment granted 25 November 1992 in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 October 1995 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Erf 3805, in extent 1 405 square metres, situated in the Township of Clermont, held by virtue of Deed of Transfer T5896/74.

Physical address: 992 North Road, Clermont.

Improvements: A double storey block and asbestos dwelling first floor 75.23 m^2 (house), ground floor 220.49 m^2 and basement 220.49 m^2 comprising of kitchen, dining-room, two bedrooms, bathroom and three w.c. Municipal electricity, water supply and sanitation-local authority. Improvements: Garage, awnings, fencing-wiremesh, retaining walls and balustrades.

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, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 19th day of September 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z04295/26.)

Case 6405/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Barbara Ntombifikile Mamisha,** Defendant

In pursuance of a judgment granted on 10 August 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 October 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: The right of leasehold in respect of Lot 409, Inanda Glebe situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent 609 (six hundred and nine) square metres.

Street address: 409 Inanda Glebe, P.O. Inanda.

Improvements: Block under tile dwelling with water and light facilities comprising of lounge, two bedrooms, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society gurantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 13th day of September 1995.

A. J. McNabb, Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Z01060/JR/cc.)

Case 6405/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Barbara Ntombifikile Mamisha,** Defendant

In pursuance of a judgment granted on 10 August 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 October 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: The right of leasehold in respect of Lot 409, Inanda Glebe situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent 609 (six hundred and nine) square metres.

Street address: 409 Inanda Glebe, P.O. Inanda.

Improvements: Block under tile dwelling with water and light facilities comprising of lounge, two bedrooms, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society gurantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 13th day of September 1995.

A. J. McNabb, Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Z01060/JR/cc.)

Case 6718/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** No. 86/04794/06, trading as United Bank, Plaintiff, and **Rubanathan Govender,** First defendant, and **Poobathy Govender,** Second Defendant

In pursuance of a judgment granted on 16 August 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 October 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 689, Lenham, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 208 (two hundred and eight) square metres.

Street address: 290 Lenham Drive, Lenham, Phoenix.

Improvements: Block under tile double storey dwelling with water and light facilities comprising of:

Downstairs: Lounge, kitchen and toilet.

Upstairs: Three bedrooms and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society gurantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 13th day of September 1995.

A. J. McNabb, Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Z01190/JR/cc.)

Case 21115/83

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Barbara Anne Reid,** Plaintiff, and **Robert Harwood Graham,** Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), and a writ of execution against immovable property dated 27 January 1995, the following property will be sold in execution on 20 October 1995 at 09:00, by the offices of the Sheriff of the Supreme Court, Verulam, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Lot 1132, Umdloti, situated in the Borough of Umhlanga, Administrative District of Natal, measuring 5 458 (five four five eight) square metres.

Physical address: 67 Bellamont Road, Umdloti.

Subject to the following conditions:

1. The property shall be sold voetstoots and without reserve to the highest bidder and the sale shall be subject to the provisions of the said Act, as amended, subject however to confirmation of the sale by the first bondholder (if applicable).

2. The purchase price shall be paid as to 10% (ten per cent) of the purchase price in cash, on the day of the sale, and the unpaid balance, together with interest thereon at the rate of 17,5% (seventeen comma five per cent) per annum to the date of registration of transfer, shall be paid or guaranteed within 14 (fourteen) days thereafter by a bank guarantee.

3. The following improvements are reported to be on the property: A brick under tile dwelling with water and electricity consisting of lounge, dining-room, TV-room, kitchen with build-in cupboards, two bedrooms with build-in cupboards, two cupboards in passage, bathroom and toilet, servants' quarters—two rooms, toilet and bath, swimming-pool, bar and braai area, double garage - electric, manual garage, car-port, cement driveway, partial wall and wire fencing.

4. *Conditions:* The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Verulam, during office hours.

Dated at Klerksdorp on this 31st day of August 1995.

J. T. van Wyk, for Meyer Van Sittert & Kropman, Attorneys for Plaintiff, SA Permanent Building, Boom Street, P.O. Box 91, Klerksdorp, 2570.

Case 12277/81

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Poletti, Brigitte Sibylle** (born Bredow), Plaintiff, and **Poletti, Claudio Carlo,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Witwatersrand Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 20 October 1995 at 10:00:

Description:

(a) Section 62, as shown and more fully described on Sectional Plan SS60/77, in the scheme known as Amanzi, in respect of the land and building or buildings, situated at Amanzimtoti, of which section the floor area according to the said sectional plan is 74 (seventy-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title CRST60/77(62) Unit and Conveyancer's Certificate ST1957/91, dated 11 March 1991.

Physical address: Unit 1302, Amanzi, 55 Beach Road, Lot 2326, Amanzimtoti.

Zoning: General Residential 2.

The property consists of the following: Two bedrooms (one en suite with basin, shower and toilet), bathroom with bath, basin and toilet (tiled floor), lounge/dining-room combined (carpeted), kitchen with fitted cupboards (tiled floor) and undercover parking (access controlled).

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton Building, 40 St George's Street, Durban, Natal.

Dated at Durban this 21st day of September 1995.

J. H. Nicolson, Stiller & Geshen, Plaintiff's Attorneys, 11th Floor, Fedlife House, 320 Smith Street, Durban, 4001. (Ref. A. Cohen/avdw/C01012.)

Case 9372/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Karoly Ludanyi,** First Defendant, and **Phyllis Regina Ludanyi,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Sheriff's Office, 1 Savell Place, Scottburgh South, on Friday, 20 October 1995 at 10:00:

Description: Lot 233, Elysium, situated in the Development Area of Elysium and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent two thousand and twenty-five (2 025) square metres, held under Deed of Transfer T21596/1984.

Physical address: Stand 233 Cowie Drive, Elysium Village, Ifafa Beach, Natal.

Zoning: Special residential.

The property consists of the following: Brick under tile dwelling, consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and toilet.

Outbuildings: Two garages, toilet and shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 1 Savell Place, Scottburgh South, Natal.

Dated at Durban this 5th day of September 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. J. C. Jones/notice.lud.)

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak 15070/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **mnr. Peter Henry Eck,** Verweerder

Ingevolge 'n vonnis gedateer 11 Augustus 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 20 Oktober 1995 om 10:00, te Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 22294 (Bloemfontein-uitbreiding 147), geleë in die stad en distrik Bloemfontein, groot 1 021 m^2, gehou kragtens Transportakte T7181/87, en beter bekend as Kiepersolstraat 82, Lourierpark, Bloemfontein.

Verbeterings: Drieslaapkamerwoonhuis met sit/eetkamer, studeerkamer, kombuis, twee badkamers, twee storte, twee toilette, twee motorhuise en buitetoilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van (10%) tien persent van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,250% (sewentien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Bloemfontein hierdie 25ste dag van Augustus 1995.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trust-gebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 8583/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **mev. Pavlina Davelis,** Verweerder

Ingevolge 'n vonnis gedateer 25 Junie 1993 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 20 Oktober 1995 om 10:00, te Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 16487 (Uitbreiding 106), geleë in die stad en distrik Bloemfontein, groot 1 543 m^2, gehou kragtens Transportakte T1680/92, en beter bekend as Henry Faganstraat 6, Heuwelsig, Bloemfontein.

Verbeterings: Vyfslaapkamerwoonhuis met sitkamer, eetkamer, studeerkamer, kombuis, twee badkamers, twee toilette en twee motorhuise.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van (10%) tien persent van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16,00% (sestien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Bloemfontein hierdie 25ste dag van Augustus 1995.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trust-gebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 12832/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die La Quellerie Skema,** Eiser, en **mnr. Abraham de Jonge,** Verweerder

Ingevolge 'n vonnis gedateer 28 Junie 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 20 Oktober 1995 om 10:00, te Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 3 in die Skema La Quellerie SS89/1984, groot 61 m^2, gehou kragtens Transportakte ST20633/94, beter bekend as La Quellerie 3, President Paul Krugerlaan, Universitas, Bloemfontein.

Verbeterings: Eenslaapkamerwoonstel met sit/eetkamer, kombuis, badkamer en motorafdak.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van (10%) tien persent van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Bloemfontein hierdie 25ste dag van Augustus 1995.

M. W. M. Barnaschone, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 2168/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **Michael Alan van der Westhuizen,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 22 Augustus 1995 sal die volgende eiendom by wyse van 'n openbare veiling in eksekusie verkoop word op Vrydag, 13 Oktober 1995 om 10:00, voor die Landdroshof, Odendaalsrus:

Sekere Erf 2625, geleë in die dorp Odendaalsrus (Uitbreiding 7), distrik Odendaalsrus, ook bekend as Antimoonstraat 24, Odendaalsrus, groot 1 197 vierkante meter, gehou kragtens Akte van Transport T13048/1994.

Verbeterings: 'n Drieslaapkamerwoonhuis met sitkamer, eetkamer, TV-kamer, badkamer, toilet, kombuis en twee motorhuise.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys al as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18,25% (agtien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word.

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

G. Maree, vir Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 020476/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Munisipaliteit Bainsvlei/Bloemfontein Plaaslike Oorgangsraad,** Vonnisskuldeiser, en **P. J. A. Neuwenhuis,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 6 Februarie 1995, in die Bloemfontein Landdro gelewer op 6 Februarie 1995, in die Bloemfontein Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf, in eksekusie verkoop op 20 Oktober 1995 om 10:00, voor die hoofingang van die Landdroshof, Peetlaan-ingang, Landdroshof, Bloemfontein, deur die Balju, Bloemfontein-Wes, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Gedeelte 7, Qwaggafontein 101, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar, gehou kragtens Akte van Transport T9564/88.

Die volgende inligting word aangegee, maar nie gewaarborg nie:

Die eiendom bestaan uit woonhuis en buitegeboue. Die bestaan waarvan daar nie gewaarborg word nie.

Die voornoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Gedateer te Bloemfontein op hede die 6de dag van September 1995.

Hutchinson, vir Henry Tell Pachoud Hutchinson, Prokureur vir Eiser, Kelnerstraat 40, Westdene; Posbus 28871, Danhof, 9310.

Saak 1882/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **SA Mutual Mortgage Investment Co.,** Eksekusieskuldeiser, en **Ishmael Lehlohonololo Mokoena,** Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging van 7 Augustus 1995, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 13 Oktober 1995 om 10:00, te die Landdroskantoor, Bainstraat, Sasolburg:

Reg van huurpag ten opsigte van Erf 12948, geleë in die residensiële gebied van Sasolburg, distrik Parys, gehou kragtens Akte van Transport T24010/1992.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal goedgunstiglik oorweging skenk aan die toestaan van 'n lening tot op 90% (negentig persent) van die koopprys van die eiendom aan die goedgekeurde koper en reëlings kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Soetdoringstraat 10, Sasolburg.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

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

N. J. Dreyer, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg.

Saak 2689/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **ABSA Bank Bpk.** (United Bank), Eksekusieskuldeiser, en **K. B. Mageleni** (gebore op 23/06/40), Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 16 Augustus 1995, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 27 Oktober 1995 om 10:00, te die Landdroskantoor, Bainstraat, Sasolburg:

Erf 3877, Zamdela, geleë in die residensiële gebied van Sasolburg.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal goedgunstiglik oorweging skenk aan die toestaan van 'n lening tot op 90% (negentig persent) van die koopprys van die eiendom aan die goedgekeurde koper en reëlings kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Huis 3877, Zamdela, Sasolburg.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie 8ste dag van September 1995.

M. Swanepoel, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg.

Saak 2402/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank Beperk,** h/a Trustbank, Eiser, en **Naomi van der Walt Pretorius,** Eerste Verweerder, en **Willem Lodewyk Pretorius,** Tweede Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 20 Maart 1995, en 'n lasbrief vir eksekusie uitgereik teen verweerders sal ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes wat ten tye van die verkoping deur die geregsbode van die Hof voorgelees word; te die persoon geleë te die Landdroskantore, Bloemfontein (Peetlaan-ingang), op Vrydag, 20 Oktober 1995 om 10:00, in die voormelde, naamlik:

Sekere Erf 296, geleë in die dorp Langenhovenpark, in die munisipaliteit Bainsvlei, distrik Bloemfontein, groot 1 908 (een nege nul agt) vierkante meter, gehou kragtens Akte van Transport T13908/1988, onderhewig aan sekere serwitute.

Terme: Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die geregsbode van die Hof betaal; en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Geregsbode en E. G. Cooper & Seuns, Cooper Huis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

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

Bode van die Hof, Presidentgebou 210, St Andrewstraat 119, Bloemfontein.

E. G. Cooper & Seuns, Cooper Huis, St Andrewstraat 157, Posbus 27, Bloemfontein. [Tel. (051) 47-3374.]

Saak 22346/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Christie van der Berg,** Eiser, en **Renier Jacobus du Plessis,** Eerste Verweerder, en **Philipus Jacobs Olivier,** Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros, Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaaningang van die Landdroshof, Bloemfontein, op 20 Oktober 1995 om 10:00:

Sekere: Erf 20639 (Uitbreiding 134), geleë in die stad en distrik Bloemfontein, groot 1 644 m^2, gehou kragtens Transportakte T16846/1992.

Die woonhuis met buitegeboue geleë te Volkspelerylaan 41, Pellissier, Bloemfontein.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant op datum van verkoping.

2. Vir die balans koopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 29ste dag van Augustus 1995.

C. A. J. van Rensburg, Prokureur vir Eiser, Rosendorff & Reitz Barry, Eerste Verdieping, Presidentgebou, Bloemfontein.

Saak 2335/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **D. S. Snyman,** Verweerder

Uit kragte van 'n vonnis van bogemelde Agbare Hof en kragtens lasbrief tot uitwinning gedateer 14 Julie 1995, sal die volgende eiendom per publieke veiling op 20 Oktober 1995 aan die hoogste bieër verkoop word:

Sekere: Erf 20305 (uitbreiding 133), geleë in die stad en distrik Bloemfontein, groot 1 544 m^2, gehou kragtens Verbandakte 11026/1993.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamerhuis, twee badkamers, sitkamer, eetkamer, kombuis, twee motorhuise, volvloermatte, teëldak en Corrodrive.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser binne sewe (7) dae na die datum van die veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente teen 16,25% (sestien komma twee vyf persent) per jaar op die koopsom bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet afslaersgelde op die dag van die verkoping betaal en moet hereregte, transportkoste en alle agterstallige belastings en ander heffings en uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureurs van die Vonnisskuldeiser betaal word.

(d) Die eksekusieskuldeiser en/of eksekusieskuldeiser se prokureur en/of Balju waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Presidentgebou 210, St Andrewstraat 119, Bloemfontein en/of p.a. die Eksekusieskuldeiser se Prokureurs te Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

De B. Human, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein.

Case 14/1995

IN THE SUPREME COURT OF SOUTH AFRICA

(Free State Provincial Division)

In the mtter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mokadi Lucas Matji,** Identity Number 4303245422088, First Defendant, and **Dimakatso Evelyn Matji,** 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 Magistrate's Office, Bain Street, Sasolburg, Free State Province on Friday, 13 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, Trust Bank Chambers, Fichardt Street, Sasolburg, Free State Province prior to the sale:

Erf 2044, situated in the Town Sasolburg (Extension 2), District of Parys, measuring 714 (seven hundred and fourteen) square metres, specially subject to the reservation of certain mineral rights and certain other conditions and held by virtue of Deed of Transfer T14310/1993, consisting of lounge, sunroom, three bedrooms, toilet, servants quarters, dining-room, kitchen, bathroom, single garage and precast fence, being 22 Potgieter Street, Sasolburg.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 or part thereof, 3% (three per centum) 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 the date of the sale.

D. A. Honiball (No. 1336), Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein.

Saak 9927/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Saambou Bank,** Eiser, en **A. E. Kuipers,** Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 19 Julie 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 20 Oktober 1995 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 3393, geleë in die dorpsgebied Welkom (Bedelia), distrik Welkom, groot 1 004 (eenduisend en vier) vierkante meter.

Verbeterings: Duplex bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer en aparte toilet, kombuis, motorhuis, bediendekamer met stort en toilet.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 17,5% (sewentien komma vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 11de dag van September 1995.

J. Fourie, vir Van Rooyen Mostert Fourie, Heeren II-gebou, Heerenstraat; Posbus 4, Welkom.

Saak 765/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Shosho Joseph Mahlatsi,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, Harrismith, en 'n lasbrief van eksekusie gedateer 3 Augustus 1995, sal die volgende eiendom geregtelik verkoop word op 27 Oktober 1995 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A605, geleë in die dorpsgebied Tshiame en distrik Harrismith, groot 590 (vyfhonderd en negentig) vierkante meter, soos aangedui op Algemene Plan PB610/1986, gehou kragtens Grondbrief 2422/1989.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sit-/eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 14de dag van September 1995.

J. A. Smith, vir Eiser se Prokureurs, Balden, Vogel & Vennote, Wardenstraat 49B, Posbus 22, Harrismith.

Saak 833/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Motlalethabo Samson Mosia,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, Harrismith en 'n lasbrief van eksekusie gedateer 22 Augustus 1995, sal die volgende eiendom geregtelik verkoop word op 27 Oktober 1995 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

perseel A569, geleë in die dorpsgebied Tshiame en distrik Harrismith, groot 588 (vyfhonderd agt-en-tagtig) vierkante meter, soos aangedui op Algemene Plan PB610/1986, gehou kragtens Grondbrief 1764/1989.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sit-/eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 14de dag van September 1995.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B, Posbus 22, Harrismith.

Saak 1155/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **NBS Bank Beperk,** Eiser, en **Sibusiso Ndabayakhe Mthembu,** Eerste Verweerder, en **Moliehi Sapheria Mthembu,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Harrismith en 'n lasbrief van eksekusie (heruitgereik) gedateer 22 Februarie 1995 sal die volgende eiendom geregtelik verkoop word op 27 Oktober 1995 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Erf 1400 (Uitbreiding 21), geleë in die dorp en distrik Harrismith, groot 1 056 (eenduisend ses-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T7740/1994, onderworpe aan die serwitute en voorwaardes daarin uiteengesit.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit ingangsportaal, woonkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette. Daar is ook 'n bediendetoilet en 'n motorhuis.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 14de dag van September 1995.

J. A. Smith, vir Eiser se Prokureurs, Balden, Vogel & Vennote, Wardenstraat 49B; Posbus 22, Harrismith.

Saak 834/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **NBS Bank Beperk,** Eiser, en **Thabo Sebota George Lecheko,** Eerste Verweerder, en **Malitaba Lydia Lecheko,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Harrismith, en 'n lasbrief van eksekusie gedateer 1 September 1995 sal die volgende eiendom geregtelik verkoop word op 27 Oktober 1995 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Onderverdeling 2 van Erf 1919, geleë in die dorp en distrik Harrismith, provinsie Vrystaat, groot 1 133 (eenduisend eenhonderd drie-en-dertig) vierkante meter, gehou kragtens Akte van Transport T3802/1994.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Sinkdakwoonhuis bestaande uit sit-/eetkamer, kombuis, drie slaapkamers, badkamer en toilet. Daar is 'n dubbelgarage.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 14de dag van September 1995.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B, Posbus 22, Harrismith.

Saak 13499/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **C. J. Swanepoel,** Eiser, en **S. S. Mangali,** Verweerder

Ingevolge 'n vonnis gedateer 2 Desember 1994 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 20 Oktober 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 7826, geleë in die stad en distrik Bloemfontein, groot 833 m^2, gehou kragtens Transport Akte T1764/1994, Drakensteinstraat 15, Ehrlichpark, Bloemfontein.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, badkamer, sit-eetkamer, kombuis, garage en bediendekamer.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouvereniging waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 4de dag van September 1995.

M. W. Barnaschone, Prokureur van Eksekusieskuldeiser, p.a. Rossouws, Vyfde Verdieping, L.T. Trust-gebou, Elizabethstraat 7; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 11136/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Pieter Andries Hendrik Olivier,** Eerste Verweerder, en **mev. Susanna Elizabeth Olivier,** Tweede Verweerder

Ingevolge 'n vonnis gedateer 20 September 1994 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 20 Oktober 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 9730, geleë in die stad en distrik Bloemfontein, te wete Charcotstraat 61, Hospitaalpark, Bloemfontein, groot 852 m^2, gehou kragtens Akte van Transport 1583/1994, Charcotstraat 61, Hopitaalpark, Bloemfontein.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, twee badkamers, sitkamer, televisiekamer, eetkamer, kombuis plus 'n woonstel bestaande uit slaapkamer met 'n badkamer, swembad en 'n enkel motorafdak.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddelik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 4de dag van September 1995.

M. W. Barnaschone, Prokureur van Eksekusieskuldeiser, p.a. Rossouws, Vyfde Verdieping, L.T. Trustgebou, Elizabeth-straat 7; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Case 6257/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Gert Josephus Fourie,** First Defendant, and **Annatjie Catharina Fourie,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 30 August 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 3 November 1995 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain: Erf 7143, situated in the City Welkom, District of Welkom, measuring 833 (eight hundred and thirty-two) square metres, held by the Defendants by virtue of Deed of Transfer T1575/1991, known as 6 Meyer Street, Reitzpark, Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, garage, servants' quarters and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 19th day of September 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN187.)

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN GESOGTE MELKPLAAS, TREKKERS EN IMPLEMENTE, DISTRIK SPRINGS OP 6 OKTOBER 1995 OM 10:30, OP DIE PLAAS GEDEELTE 5 EN 6 VAN DIE PLAAS VISCHKUIL No. 274, REGISTRASIEAFDELING IR, GAUTENG

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **J. A. Rossouw,** Meestersverwysing T2733/1995, verkoop ons per openbare veiling genoemde eiendom en roerende bates, bestaande uit:

Eiendom: 188 hektaar verbeter met woonhuis en goedgekeurde melkstal. Verdeel in kampe met 48 hektaar eragrostus, 108 hektaar droë lande, drukgange, voerkrale, store, werkerskompong en baie meer.

Roerende bates: John Deere trekkers (4440 en 3140), massa sleepwaens, Drotsky hamermeul, onkruidspuite, John Deere 1900 rygewas skoffels, kuilvoerkerwer, Soilmaster dorsmasjien, Welger 150 baler, John Deere planters, hooihark, Rotland eg, Alpha Laval 6 punt melkmasjien en massatenk 2 300 liter, John Deere 4 skaar ploeg, Landman tefsaaier, Lely 4 tol snyer, Vicon hark, voerringe, International 844 en 434 trekkers en meer.

Verkoopvoorwaardes:

Eiendom: 10% (tien persent) deposito plus 8% (agt persent) afslaerskommissie met BTW daarop in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 14 dae na versoek deur die Kurator. Verkoping is onderhewig aan 7 dae bekragtiging.

Roerende bates: Kontant of bankgewaarborgde tjeks vir die volle bedrag by afhandeling van die veiling. (Geen uitsondering sal gemaak word nie). Verkoping is onderhewig aan bekragtiging na afloop van die veiling.

Afslaersnota: Ideale melkplaas. Baie potensiaal.

Besigtiging: By die eiendom self vra vir bestuurder Kobus Rudolph.

Padbeskrywing: Vanaf Pretoria tot by Delmas (R50), oor brug, neem Nigel afrit regs (R42), ± 14 km. (De Ross Melkery), grondpad regs, ± 3 km. Jan Rossouw bord, links. Kyk uit vir Leo Advertensieborde.

Samevoeging, wysiging en/of reg van onttrekking word voorbehou.

Vir meer besonderhede skakel ons kantoor by (012) 341-1314.

PHIL MINNAAR BK

(Reg. No. CK93/29245/23)

LIKWIDASIE VEILING VAN ONVERBETERDE ERF TE SUNDERLAND RIDGE, PRETORIA

In opdrag van die Likwidateur in **Tekon Investments BK,** in likwidasie, Meestersverwysing T4308/94, verkoop ons die ondergenoemde eiendom per openbare veiling op Donderdag, 12 Oktober 1995 om 10:00.

Plek van veiling: Van Tonderstraat 31, Sunderland Ridge.

Beskrywing van eiendom: Erf 31, bekend as Van Tonderstraat 31, Sunderland Ridge, Registrasieafdeling JR, Transvaal, groot 2 275 m².

Verbeterings: Hierdie erf is onverbeterd, met sekuriteitsheining.

Besigtiging: Daagliks.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 45 dae na bekragtiging.

Navrae: Skakel Dirkie by (012) 322-8330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.) [Fax (012) 322-9263.]

VAN'S AFSLAERS

OPENBARE VEILING

In opdrag van die Kurators van insolvente boedel **B. Schutte,** T1680/95, verkoop Van's Afslaers ondervermelde boedelbates sonder reserwe, per openbare veiling op 28 September 1995 om 10:00, te Van's Afslaers, Booysenstraat 521, Gezina, Pretoria.

Beskrywing: Vuurwapens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslaers, (012) 335-2974.

PHIL MINAAR BK

(Reg. No. CK93/29245/23)

BESTORWE BOEDELVEILING VAN NETJIESE HOEWE MET LOSBATES TE ROOIWAL

In opdrag van die Eksekuteur in die boedel van wyle **E. H. J. Rossouw,** boedelnommer 13176/95, verkoop ons die ondergemelde eiendom en losbates per openbare veiling op Woensdag, 11 Oktober 1995 om 11:00.

Plek van veiling: Sien ligging.

Ligging: Vanaf Pretoria ry met die N1 in 'n noordelike rigting (na Pietersburg). Neem die Petronella afrit, ry met die ou Warmbadpad net verby Rooiwal Kragstasie, 5 km vanaf Rooiwal draai regs met die Grootvleigrondpad, ry vir 2,2 km. Volg ons wegwysers.

Beskrywing van eiendom: Resterende gedeelte van Gedeelte 9 ('n gedeelte van Gedeelte 3) van die plaas Grootvlei 272, distrik Rooiwal, Registrasieafdeling JR, Transvaal, groot 8,5653 hektaar.

Verbeterings: Die hoewe is omhein met veiligheidsheining. Die drieslaapkamerwoning met staan/teëldak bestaan uit badkamer, sitkamer, eetkamer, kombuis met spens, plank en teëlvloere, twee toegeboude stoepe met diefwering, groot onderdak parkering, stoor, twee "Wendy"-huisies, vier boorgate waarvan een toegerus is en hoewe is verdeel in 11 kampe met beesstalle.

Losgoed: Alle huishoudelike toerusting - elke item word afsonderlik aangebied.

Besigtiging: Daagliks.

Terme:

Eiendom: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjeks en balans binne 45 dae na bekragtiging.

Losgoed: Streng kontant of bankgewaarborgde tjeks alleenlik.

Navrae: Skakel Dirkie by (012) 322-8330/1.

Reg word voorbehou om goedere by te voeg of weg te laat.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.) [Fax (012) 322-9263.].

UBIQUE AFLSAERS

In opdrag van die Kurator in die insolvente boedel **I. Banoo,** N65/95, sal ons die bates verkoop te Raizstraat 12, Manzilpark, Klerksdorp, op 3 Oktober 1995 om 10:00.

Terme: Kontant of bankgewaarborgde tjek.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

UBIQUE AFLSAERS

In opdrag van die Likwidateur in die insolvente boedel **Lamico BK,** T2742/95, sal ons die bates verkoop te ons Veilingsentrum, Poortmanstraat, Potchefstroom, op 4 Oktober 1995 om 10:00.

Terme: Kontant of bankgewaarborgde tjek.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

UBIQUE AFLSAERS

In opdrag van die Kurator in die insolvente boedel **N. A. Cilliers,** T565/95, sal ons die bates verkoop te ons Veilingsentrum, Poortmanstraat, Potchefstroom, op 6 Oktober 1995 om 10:00.

Terme: Kontant of bankgewaarborgde tjek.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

UBIQUE AFLSAERS

In opdrag van die Kurator in die insolvente boedel **P. J. Kriel,** T2612/95, sal ons die bates verkoop te ons Veilingsentrum, Poortmanstraat, Potchefstroom, op 6 Oktober 1995 om 10:00.

Terme: Kontant of bankgewaarborgde tjek.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

UBIQUE AFLSAERS

In opdrag van die Kurator in die insolvente boedel **J. A. de la Rey,** T2128/94, sal ons die bates verkoop te ons Veilingsentrum, Poortmanstraat, Potchefstroom, op 6 Oktober 1995 om 10:00.

Terme: Kontant of bankgewaarborgde tjek.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

UBIQUE AFLSAERS

In opdrag van die Likwidateur in die insolvente boedel **Triad Electronics (Edms.) Beperk,** in likwidasie, B4/94, sal ons die bates verkoop te ons Veilingsentrum, Poortmanstraat, Potchefstroom, op 6 Oktober 1995 om 10:00.

Terme: Kontant of bankgewaarborgde tjek.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

RADLEY VEILINGS BK

(Reg. No. CK87/02062/23)

LIKWIDASIEVEILING VAN 'N NYWERHEIDSGEBOU, BOOYSENS, PRETORIA

1. *Wanneer:* Woensdag, 18 Oktober 1995 om 11:00.

2. *Waar:* Op perseel.

3. In opdrag van die Likwidateur van **Wesmoot Nywerhede BK,** in likwidasie, T2029/94, verkoop ons die volgende:

3.1 Deel 3 van die skema Wesmoot ST35/1987, geleë te Erf 248, Booysens, Pretoria, ook bekend as Deel 3, Pretoriastraat 1213, Booysens. Die deel bestaan uit 328 m^2 fabriekslokaal, 110 m^2 kantoorarea met ontvangs, 90 m^2 ablussiegeriewe en parkeerarea. Ideaal vir klein tot middel slag vervaardigings ondernemings.

4. *Voorwaardes van verkoop:* 'n Deposito van 20% (twintig persent) van die volle koopprys, by die toeslaan van die bod. Balans 30 dae daarna, by wyse van waarborge. *Let Wel:* Die verkoop van die eiendom is onderhewig aan 'n bekragtigings periode van 7 (sewe) dae.

5. Vir nadere besonderhede skakel Chris of Joon Radley by (012) 991-2981 (kantoorure) of (012) 991-2983 (na-ure).

PHIL MINNAAR AFSLAERS

BOEDEL WYLE: H. E. DUVENHAGE

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 30 September 1995 om 10:00, Erf 908, Krugersdorp-Wes en losgoed.

Voorwaardes:

Onroerend: 10% (tien persent) van die verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Roerend: Kontant of bankgewaarborgde tjek.

Phil Minnaar Afslaers, Johannesburg, (011) 475-5133.

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AND LOOSE ASSETS AUCTION

Spectra Elektra 4 deck bakers oven, dough mixer, proover, baking pans, Robbi Duck MK2 Tohatso 50 HP and trailer, timeshare at South Beach, Durban, vacant stand Leeupoort, large variety kitchen cupboards, jewellery display cabinets, Edwards guillotine, beach buggy (BMW 318i engine), household furniture, appliances and much more.

Duly instructed by the Trustee in the following insolvent estates: **F. J. Bezuidenhout,** T369/95, **H. F. Hancke,** T2483/94, **Glintz Jewellers CC,** in liquidation, T693/95, **R. W. Hoffman,** T968/95, **J. H. Engelbrecht,** T3969/94 and **M. J. O. Mollet,** T189/95, we will sell Friday, 29 September 1995 at 10:00, on site at our Mart, corner of Beatrix and Proes Streets, Arcadia.

Viewing day prior 13:00 till 16:00.

Terms: R500 registration fee (refundable). Cash or bank cheques only.

For further info contact Cahi Auctioneers, Tel. (012) 325-7250. Fax (012) 324-2215.

This advert is subject to change without prior notice.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **P. G.** en **E. M. A. Bester,** T1745/95, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 6 Oktober 1995 om 11:00, te Mu-Ford Mansions 33, Voortrekkersweg 683, Gezina, Pretoria.

Beskrywing: Eenheid 33 Skema 181 SS Mu-Ford Mansions, Gezina, Pretoria, groot 70 m^2.

Verbeterings: Een-en-'n-halfslaapkamerwoonstel.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers, (012) 335-2974.

CONNIE J. V/D MERWE & KIE. VEILINGS

INSOLVENTE BOEDELVEILING

Bestaande uit: Nashua fotostaatmasjien en industriële oond.

Op: Woensdag, 4 Oktober 1995 om 09:00, te Connie J. v/d Merwe & Kie., Leaskstraat 23, Klerksdorp.

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **J. J. Rossouw,** sal die volgende per publieke veiling verkoop word:

Montana Industriële oond, Nashua Ricoh Df 34 fotostaatmasjien.

Afslaersnota: Besigtiging een dag voor veiling. Betaling kontant of bankgewaarborgde tjek. Skakel die afslaer vir verdere inligting.

Connie J. v/d Merwe & Kie. Veilings, Leakstraat 23, Klerksdorp. (Tel. 462-9838/9.)

VERED AUCTIONEERS

VERED PUBLIC AUCTION: INSOLVENT ESTATE G. M. GERZST, MASTER'S REF. T3237/93

Instructed by the Trustee in the above matter we will sell by public auction 18 prints and posters, including Alexander Calder, Theo Thobiasse and Henry Moore.

Terms: Cash or bank-certified cheques only (no exceptions). VAT will be added to all sales. (R1 000 deposit on registration, refundable if no purchase is made.)

Date of sale: 12 October 1995 at 16:00, at the Boardroom, Vered House, 29 Tyrone Avenue, Parkview, Johannesburg (near the Zoo Lake).

To view: Morning of the sale from 10:00 to 14:00.

Subject to change without notice.

For further information please contact the auctioneers: Vered, (011) 646-5432. Fax (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

PARK VILLAGE AUCTIONS

JOHN K DEVELOPMENT (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE E333/94

Duly instructed by this estates Liquidator, certain Gary Mark Shrosbree of Shrosbree Trustees, we will offer by way of public auction on site at corner of Rose and Pritchard Streets, Johannesburg North, Randburg, District of Gauteng, on Monday, 2 October 1995, commencing at 10:30, a vacant stand.

For further particulars and viewing contact the auctioneer: Park Village Auctions, Tel (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: D. A. D. AND A. A. WHITEHEAD, MASTER'S REFERENCE T1242/95

Duly instructed by this Trustee in the above-mentioned joint insolvent estate, we will offer by way of public auction on site at 186 Collins Street, corner of Symons Street, Brixton, Johannesburg, District of Gauteng, on Tuesday, 3 October 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions, Tel (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: J. J. LATEGAN, MASTER'S REFERENCE T1540/95

Duly instructed by this estates Trustee, we will sell by public auction on site at 25 Epidote Street, Randhart, District of Alberton, Gauteng, on Monday, 2 October 1995, commencing at 12:00, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions, Tel (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: S. AND M. VAN VUUREN, MASTER'S REFERENCE T2735/95

Duly instructed by this estates Trustee, we will offer by way of public auction on site at Unit 12, The Waltons, Walton Road, Lambton, District of Germiston, Gauteng, on Monday, 2 October 1995, commencing at 10:30, a two-bedroomed townhouse.

For further particulars and viewing contact the auctioneer: Park Village Auctions, Tel (011) 789-4375. Telefax (011) 789-4369.

INSOLVENTE BOEDELVEILING

BLOEMISTE VOORRAAD UITVERKOPING

In opdrag van die Kurator in die insolvente boedel, **M. A. Wentzel,** bied ons die onderstaande bates in die insolvente boedel, per openbare veiling te koop aan op Saterdag, 7 Oktober 1995 om 09:00, te Veesentraal/Consilior Kantore, hoek van Munnik- en Erasmustraat, Louis Trichardt.

Groot hoeveelheid van ornamente, blompotte, breekware, verskeie saadsoorte, plastiese houers en allerlei byvoorbeeld handsakke, waskom, asbakke, mandjies, hoede, visbakke en nog baie meer, te veel om op te noem.

Ook: Nissan 1400 bakkie.

Voorwaardes van verkoop:

1. Slegs kontant of bankgewaarborgde tjeks met dag van veiling sal as betaling aanvaar word.
2. BTW is op alle boedelitems betaalbaar.
3. Alles word voetstoots en sonder enige waarborge verkoop.
4. Byvoegings of weglatings mag moontlik geskied.

Navrae: Veesentraal/Consilior, Louis Trichardt, (015) 516-0243.

Olive Brümmer, (015) 516-3942 na-ure.

JOHN COOK ENTERPRISES RSA

INSOLVENT ESTATE: COLIN ARTHUR PARSONS, MASTER'S REFERENCE T1145/95

A modern residence in a well established area to be auctioned on Friday, 6 October 1995 at 12:00.

View by arrangement. The property is situated on Erf 3487, Garsfontein Extension 12, Pretoria at 497 Kuifkop Avenue, Garsfontein.

Terms: 10% (ten per cent) deposit at fall of hammer, balance within 30 days from confirmation. Sale is subject to confirmation within 7 days.

Phone Jon Cook (082) 448-9928 or (011) 615-1666 after hours.

John Cook Enterprises RSA, 245 Highland Road, Kensington, 2094. Pager: (011) 339-1456.

TRAKMAN'S AUCTION SALES

INSOLVENT ESTATE

Instructed thereto by the Trustee in the matter of **Lionel Hargraves Keenan,** Master's Reference T4441/94, we will sell the assets at Martins Transport, Plot 48, Rietspruit, Klip River, on Wednesday, 5 October 1995 at 10:30.

Terms: Cash.

Telephone: (011) 614-7135.

TRAKMAN'S AUCTION SALES

COMPANY IN LIQUIDATION

Instructed thereto by the Liquidator of **TFW Trading (Pty) Ltd,** in liquidation, Master's Reference T55/95, we will sell the assets at Martins Transport, Plot 48, Rietspruit, Klip River, on Wednesday, 5 October 1995 at 10:30.

Terms: Cash.

Telephone: (011) 614-7135.

CAPE • KAAP

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE: ERROL JAMES RINK, MASTER'S REFERENCE T2306/94

Duly instructed by the Trustee in the above matter we will sell by public auction on the spot 9 Manor House, Hall Road, Seapoint, Cape Town, on Friday, 6 October 1995 at 11:00, the following:

Two-bedroomed duplex in secure complex with pool, Seapoint, ideal for a small family or as a holiday home.

Certain Unit 9, corresponding to 9 Manor House, Hall Road, Seapoint, registered under Sectional Title 54/1990, measuring approximately 108 square metres, comprising large lounge/dining-room, guest cloakroom, well fitted kitchen with four plate electric stove, two large carpeted bedrooms with built-in cupboards and dressing tables, bathroom with bath, shower cubicle, toilet and basin and parking bay.

Terms: 10% (ten per cent) deposit plus 7,5% (seven comma five per cent) auctioneers commission on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Immediately thereafter household furniture.

Ducoed headboard and pedestals, base and mattress, three piece lounge suite, double decker bunk with bookshelf, Kelvinator Fridge, stove, glass topped dining-room table and five chairs, steel and Glass Wall Table, sleeper couch, occasional tables, bar stools, curtains, etc.

Terms: Only cash or bank-certified cheques.

On view Monday, 2 October 1995 from 14:30 to 16:30, and Thursday, 5 October 1995 from 12:00 to 14:00.

Mannie Auctioneering Company, Tel. (011) 334-3810. Fax (011) 334-1542.

WESTVAAL AFSLAERS

INSOLVENTE BOEDELVEILING VAN 'N WONING

In opdrag van die Kurator in die insolvente boedel van **Daniel Francois Alaerts,** Meestersverwysing T680/95, sal ons die volgende eiendom per publieke veiling vir verkoping aanbied op die perseel te Jeffreysbaai, op 6 Oktober 1995 om 11:00, te Doringboomsingel 39, Jeffreysbaai.

Sekere: Erf 4542, Jeffreysbaai, groot 600 vierkante meters, ook bekend as Doringboomsingel 39, Jeffreysbaai.

Verbeterings: Drieslaapkamerwoning, onder teëldak met houtraamvensters, oopplan kombuis en sitkamer, een en 'n halwe badkamers, stoep, bediende kwartiere, asook 'n tandem motorhuis.

Opmerkings: Die vakansiehuis is geleë te ± 5 km, vanaf Strandfront in 'n vinnig ontwikkelde area.

Besigtiging: Deur afspraak met die afslaers.

Betaling: 15% (vyftien persent) deposito van die totale koopprys in kontant of bankgewaarborgde tjek. Balans van koopsom binne 30 dae. Verkoopvoorwaardes sal deur afslaer uitgelees word voor toeslaan van die bod. Die afslaers behou die reg voor om die veiling te enige tyd te kanselleer of af te las sonder vooraf kennisgewing.

Afslaers: Westvaal Afslaers.

Navrae: Karel du Plessis of mev. Van der Merwe, Tel. (011) 953-1830/1 kantoorure.

ORANGE FREE STATE
ORANJE-VRYSTAAT

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SMITHFIELD op 24 Oktober 1995 om 10:00 voor die Landdroskantoor te SMITHFIELD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 4 van die plaas OLYVENFONTEIN 395, distrik Smithfield

GROOT: 119,0579 hektaar

Eiendom (1) blykens Akte van Transport T5983/1979

(2) Die plaas BRUIDSLAAGTE 492, distrik Smithfield

GROOT: 471,0926 hektaar

Eiendom (2) blykens Akte van Transport T5531/1977

(3) Onderverdeling 1 van die plaas OLYVENFONTEIN 395, distrik Smithfield

GROOT: 594,9186 hektaar

Eiendom (3) blykens Akte van Transport T5983/1979

(4) Die restant van die plaas RINGAROOMA 477, distrik Smithfield

GROOT: 556,7458 hektaar

Eiendom (4) blykens Akte van Transport T9687/1983

(5) Die plaas KROONPLAATS 693, distrik Smithfield

GROOT: 342,6157 hektaar

Eiendom (5) blykens Akte van Transport T7413/1986

(6) Die plaas TRIANGLE 569, distrik Smithfield

GROOT: 31,1464 hektaar

(7) Die plaas PAARDEFONTEIN 489, distrik Smithfield

GROOT: 454,4174 hektaar

Eiendomme (6) en (7) blykens Akte van Transport T18857/1993

in die naam van HERMANUS THEODORUS SMITH

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (5) 17 km wes van Smithfield

Eiendomme (6) en (7) 13 km suid van Smithfield

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (5):

3 Skure en arbeidershuis. Veekerend omhein en verdeel in kampe. 12 Boorgate en 9 sementdamme.

Eiendomme (6) en (7):

Woonhuis en arbeidershuis. 3 Boorgate, sementdam en 2 gronddamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooporeenkoms 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: BBAR 02703 01G 02G 03G 06G 08G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 21 September 1995.

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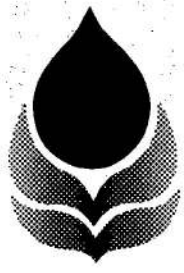
Don't abuse  it

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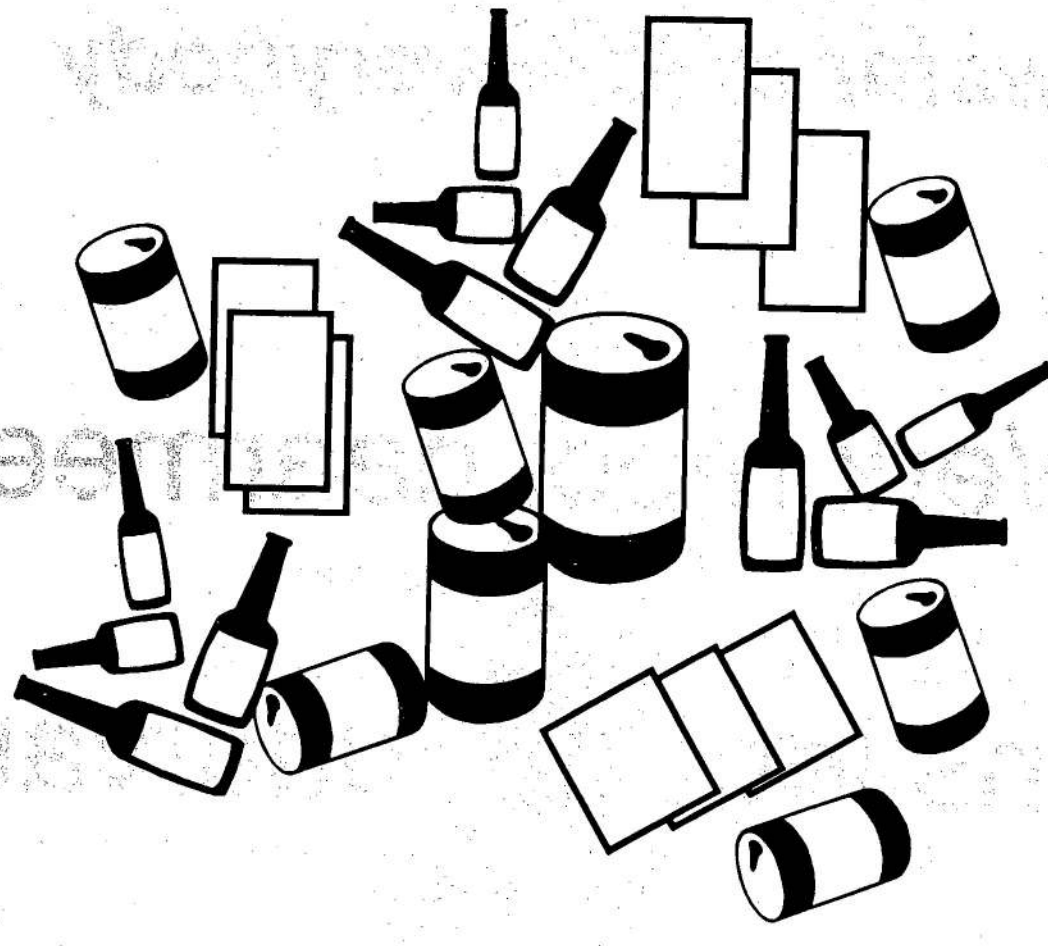

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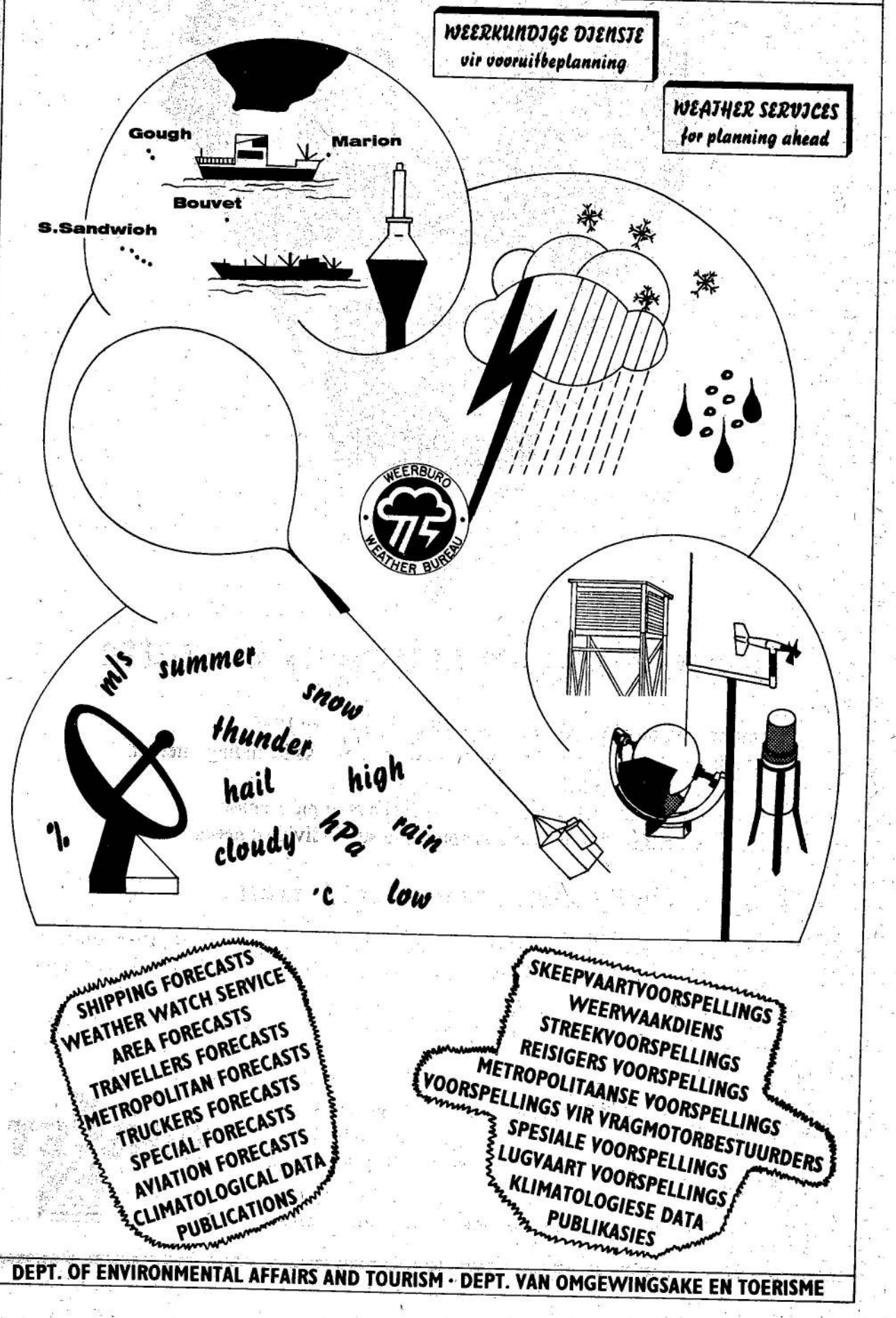

TABLE OF CONTENTS

LEGAL NOTICES

		Page
SALES IN EXECUTION AND OTHER PUBLIC SALES		10
Sales in execution:		
Provinces:	Transvaal	10
	Cape	85
	Natal	102
	Orange Free State	133
Public auctions, sales and tenders		140

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

		Bladsy
GEREGTELIKE EN ANDER OPENBARE VERKOPE		10
Geregtelike verkope:		
Provinsies:	Transvaal	10
	Kaap	85
	Natal	102
	Oranje-Vrystaat	133
Openbare veilings, verkope en tenders		140

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