

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 364

PRETORIA, 6 OCTOBER  
OKTOBER 1995

No. 16706

## *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**

*Standardised notices*

*Rate per  
insertion  
R*

<b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193 and J 187 .....	13,80
<b>BUSINESS NOTICES</b> .....	32,70
<b>INSOLVENCY ACT AND COMPANY ACTS NOTICES:</b> Forms J 28, J 29 and Forms 1 to 9 .....	27,60
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
<b>LOST LIFE INSURANCE POLICIES:</b> Form VL .....	16,50
<b>UNCLAIMED MONEYS</b> —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount") .....	8,10

*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
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	

**ORDERS OF THE COURT:**

Provisional and final liquidations or sequestrations .....	82,20
Reductions or changes in capital, mergers, offer of compromise .....	218,80
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i> .....	218,80
Extension of return date .....	27,60
Supersessions and discharge of petitions (J 158) .....	27,60

**SALES IN EXECUTIONS AND OTHER PUBLIC SALES:**

Sales in execution .....	125,80
Public auctions, sales and tenders:	
Up to 75 words .....	38,40
76 to 250 words .....	98,50
251 to 350 words (more than 350 words—calculate in accordance with word count table) .....	158,70

# LYS VAN VASTE TARIWE

## EN

## VOORWAARDES

### VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

**(INWERKINGTREDING: 1 APRIL 1994)**

#### LYS VAN VASTE TARIWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
<b>BESIGHEIDSKENNISGEWINGS</b> .....	32,70
<b>BOEDELWETTEKENNISGEWINGS:</b> Vorms J 297, J 295, J 193 en J 187 .....	13,80
<b>INSOLVENSIEWET- EN MAATSKAPPYWETTEKENNISGEWINGS:</b> Vorms J 28, J 29 en Vorms 1 tot 9 .....	27,60
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
<b>ONOPGEËISTE GELDE</b> —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag") .....	8,10
<b>VERLORE LEWENSVERSEKERINGSPOLISSE:</b> Vorm VL .....	16,50

#### *Nie-gestandaardiseerde kennisgewings*

<b>DRANKLISENSIE-KENNISGEWINGS</b> in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand .....	46,70
<i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>	
<b>GEREGTELIKE EN ANDER OPENBARE VERKOPE:</b>	
Geregtelike verkope .....	125,80
Openbare veillings, verkope en tenders:	
Tot 75 woorde .....	38,40
76 tot 250 woorde.....	98,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	158,70
<b>LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS</b> .....	49,40
<b>MAATSKAPPYKENNISGEWINGS:</b>	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende.....	62,90
Verklaring van dividende met profytstate, notas ingesluit .....	144,80
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies.....	218,80
<b>ORDERS VAN DIE HOF:</b>	
Voorlopige en finale likwidasies of sekwestrasies .....	82,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking.....	218,80
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i> .....	218,80
Verlenging van keurdatum .....	27,60
Tersydestelling en afwysings van aansoeke (J 158) .....	27,60

**WORD COUNT TABLE**

For general notices which do not belong under afore-mentioned headings with fixed tariff rates and which comprise 1 600 or less words, the rates of the word count table must be used. Notices with more than 1 600 words, or where doubt exists, must be sent in before publication as prescribed in paragraph 10 (2) of the Conditions:

**WOORDETAL-TABEL**

Vir algemene kennisgewings wat nie onder voornoemde opskrifte met vaste tariewe ressorteer nie en wat 1 600 of minder woorde beslaan, moet die tabel van woordetal-tariewe gebruik word. Kennisgewings met meer as 1 600 woorde, of waar twyfel bestaan, moet vooraf ingestuur word soos in die Voorwaardes, para-graaf 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.

### SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

### APPROVAL OF NOTICES

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

### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

### LIABILITY OF ADVERTISER

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

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

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

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

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

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

### GOEDKEURING VAN KENNISGEWINGS

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

### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

### AANSPREEKLIKHEID VAN ADVERTEERDER

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

**COPY**

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

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

- (1) The kind of notice.

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

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

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

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

**PAYMENT OF COST**

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

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

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

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

**KOPIE**

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

**BETALING VAN KOSTE**

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

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 kansellasië van 'n kennisgewing sal terugbetaling van gelde slegs geskied indien die Staatsdrukkery geen koste met betrekking tot die plasing van die kennisgewing aangeaan 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. Eksemlare van die *Staatskoerant* wat nodig mag wees ter bewys van publikasie van 'n kennisgewing kan teen die heersende verkoopprijs van die Staatsdrukker bestel word. Geen aanspreeklikheid word aanvaar vir die versuim om sodanige *Staatskoerant(e)* te pos of vir vertraging in die versending daarvan nie.

***Important Notice***

1. Please post your advertisements early and make sure that you have attached the correct amount in stamps.
2. Please send a covering letter with all advertisements you submit.
3. Please attach stamps, using the gum provided, on the last page of your advertisement. *Do not staple them.*
4. Please do not send duplicates of letters or advertisements.
5. Applications for liquor licences close two weeks before date of publication.

***Belangrike Kennisgewing***

1. Sorg asb. dat u advertensies vroegtydig gepos word en dat die regte bedrag seëls daarop aangebring word.
2. Stuur asb. 'n dekkingsbrief saam met alle advertensies.
3. PLAK asb. seëls op die laaste bladsy van u advertensie. *Moet dit nie kram nie.*
4. Moet asb. geen duplikaatbriewe of -advertensies stuur nie.
5. Aansoeke om dranklisensies sluit twee weke voor publikasiedatum.

**IMPORTANT ANNOUNCEMENT**

*Closing times **PRIOR TO PUBLIC HOLIDAYS** for*

**LEGAL NOTICES**  
**GOVERNMENT NOTICES** **1995**

*The closing time is **15:00** sharp on the following days:*

- ▶ **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:*

- ▶ **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 kope 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 18605/95**  
**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 **Cassim, Ally Sahib**, 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 2 November 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, Lenasia, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 5837, situated in the Township of Lenasia Extension 5, Registration Division IQ, Transvaal, being 54 Agaat Street, Lenasia Extension 5, Johannesburg, measuring 317 (three hundred and-seventeen) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, laundry, pantry, three bedrooms, two bathrooms with outbuildings with similar construction comprising garage, bathroom.

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C378.)

**Case 9862/95**  
**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 **Lourenco, Joao José Menezes**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 27 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown prior to the sale:

Certain Section 18, as shown and more fully described on Sectional Plan SS719/92 in the scheme known as Northfields in respect of the land and building or buildings situated at Township of Bryanston Extension 34, Local Authority of Sandton, of which the floor area according to the said sectional plan is 80 (eighty) square metres in extent ("the mortgaged section"), and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section plan; being Flat 19, Northfields, 4233 Troupant Avenue (Stand), Bryanston Extension 34, Sandton, measuring 80 (eighty) square metres.

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

A flat with comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising a carport.

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

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

Dated at Johannesburg on this 7th 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/L307.)

Saak 2393/94

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

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **B J van Wyk**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 13 Julie 1995 sal die ondervermelde eiendom op 26 Oktober 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Sekere Erf 60, Ophir, Ohioweg 41, Registrasieafdeling IR, provinsie Gauteng, groot 2,0236 (twee komma nul twee drie ses) hektaar.

**Voorwaardes:**

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

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

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

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

Geen verbeterings.

Aldus gedoen en geteken te Meyerton op hede die 30ste dag van Augustus 1995.

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

Case 17881/95  
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 **Gil, Jose Augusto Seco Machado**, 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 2 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erven 389 and 390, situated in the Township of Kenilworth, Registration Division IR, Transvaal, being 145 Tramway Street, Kenilworth, Johannesburg, measuring 495 (four hundred and ninety-five) and 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 tiled roof, comprising kitchen, lounge/dining-room, study, three bedrooms, two bathrooms with outbuildings with similar construction comprising three garages, servant's room, two toilets, two showers, laundry, store-room.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 8th day of September 1995.

S. A. Simpson, 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/G179.)

Case 1841/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Leka Abram Dhlamini**, First Defendant, and **Baphelile Celia Dhlamini**, Second Defendant

On 27 October 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 2271, Sunward Park Extension 5, Registration Division IR, the Province of Gauteng, situated at 6 Appolo Street, Sunward Park Extension 5, Boksburg.

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

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

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

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

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

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

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04004.)

Case 6829/93

#### 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  
**Joao Emanuel De Freitas Mendonca**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 July 1993 a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 October 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 297, Van Dykpark Township, in the Township of Van Dykpark, District of Boksburg, measuring 1 239 (one thousand two hundred and thirty-nine) square metres.

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

Brick under tiles residence comprising lounge, family room, kitchen, four bedrooms, dressing-room, bathroom, w.c., shower. Outbuilding: Staff room, w.c., store-room 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 15th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6290/Mrs Kok.)

Case 11068/95  
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 **Britz, Willem Jakobus**, First Defendant/Execution Debtor, and **Britz, Linda-Lee**, 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 Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 24 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:

The property is Erf 511, Roodekop Township, Registration Division IR, Transvaal, measuring 805 square metres and held under Deed of Transfer T35470/1993 situated at 157 Klipspringer Street, Roodekop, Germiston.

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

Single-storey dwelling with tiled roof internal and external brick walls that are plastered and painted, three bedrooms, lounge, kitchen, dining-room, bathroom, shower, two w.c.'s., garage, servant's room with w.c.

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

Auctioneers charges are payable and calculated at 55 (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R200 (two hundred rand).

Dated at Johannesburg on this 15th day of September 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 JHB.) (Fax No. 336-0274.) (Ref. Peter Sapire/Clinton Lewis/F408.)

Case 11862/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Scutts: Harry**, First Defendant, and **Scutts: Martha Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Springs, at the Sheriff's Office, 56 12th Avenue, Springs, on 27 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, Springs, prior to the sale:

Certain Holding 38, Vischkuil Agricultural Holdings, Registration Division IR, the Province of Gauteng, situated at Plot 28, Second Avenue, in the Township of Vischkuil Agricultural Holdings, District of Springs, measuring 1,6180 (one comma six one eight nil) hectares.

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

Building built of brick walls, corrugated iron roof, comprising of an entrance hall, lounge, dining-room, kitchen, three bedrooms and two bathrooms plus toilets.

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

Dated at Johannesburg on the 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-A00161(A161.)]

Case 18238/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Stapelberg: Rudolph Phillippus**, First Defendant, and **Stapelberg: Anna Elizabeth**, Second Defendant

In execution of judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Springs, at the Sheriff's Office, 56 12th Avenue, Springs, on 27 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, Springs, prior to the sale:

Certain Portion 40 of Erf 1268, Strubenvale Township, Registration Division IR, the Province of Gauteng, situated at 7 Flip Botha Circle, in the Township of Strubenvale, District of Springs, measuring 730 (seven hundred and thirty) 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 of a lounge, dining-room, kitchen, three bedrooms and bathroom plus w.c.

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

Dated at Johannesburg on the 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/AF6308.)

Case 1248/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Eric Herman Mills**, First Defendant

On 27 October 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 298, Witfield Extension 8, Registration Division IR, the Province of Gauteng, situated at 16 Chopin Street, Witfield Extension 8, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this 14th day of September 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H0282.)

Saak 4675/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk** handeldrywende as United Bank, Eiser, en **Hendrina Christina Engelbrecht**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 13 September 1995, sal die eiendom hieronder genoem verkoop word in eksekusie op 23 Oktober 1995 om 10:00, by die perseel synde Jansenstraat 30, Trichard, aan die hoogste bieder vir kontant, naamlik:

*Eiendom:* Gedeelte 15 van Erf 370, Trichard, Registrasieafdeling IS, Transvaal, groot 1 542 (eenduisend vyfhonderd twee-en-veertig) vierkante meter, gehou kragtens Akte van Transport T61729/90, geleë te Jansenstraat 30, Trichardt.

*Eiendomsbeskrywing:* Ingangsportaal, sitkamer, eetkamer, gesinskamer, kombuis met opwaskamer, vier slaapkamers, twee badkamers, speelkamer, dubbele motorhuis, swembad, plaveisel en ommuur.

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

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op hierdie 20ste dag van September 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A446.)

Saak 3935/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk** handeldrywende as Allied Bank, Eiser, en **Thomas Ignatius de Vos**, Eerste Verweerder, en **Anna Susanne de Vos**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 7 September 1995, sal die eiendom hieronder genoem verkoop word in eksekusie op 23 Oktober 1995 om 11:00 by die perseel, synde Sammy Marksstraat 15, Secunda, aan die hoogste bieder vir kontant, naamlik:

*Eiendom:* Erf 1113, Secunda-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 936 (negehonderd ses-en-dertig) vierkante meter, gehou kragtens Akte van Transport T45729/89, geleë te Sammy Marksstraat 15, Secunda.

*Eiendomsbeskrywing:* Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet, stort met toilet, motorhuis, bediendekwartiere met toilet, lapa, betonomheining, plaveisel.

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

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op hierdie 20ste dag van September 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A906.)

Saak 3029/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Carel Jacobus Skead**, Eerste Verweerder, en **Hilda Hester Skead**, Tweede Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros, Pietersburg, toegestaan op 19 Julie 1995, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 20 Oktober 1995 om 10:00, te die kantore van die Landdros, Maréstraat, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 1 van Erf 390, in die dorp Annadale, Registrasieafdeling LS, die Noordelike Provinsie, groot 898 (agthonderd agt-en-negentig) vierkante meter, gehou kragtens Akte van Transport T40620/91, ook bekend as Spelonkenstraat 11A, Ladanna.

*Terme:* 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

*Die eiendom is soos volg verbeter, maar word niks gewaarborg nie, naamlik: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer met stort en toilet, bediendekamer en toilet.*

*'n Aansienlike bouvereniginglening kan gereël word vir 'n goedgekeurde koper.*

*Geteken te Pietersburg op die 18de dag van September 1995.*

*T. F. Pretorius, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.*

**Saak 14394/94**

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

In die saak tussen **Die Kleinsake-Ontwikkelingskorporasie Bpk.**, Eiser, en **V. F. Nkosi**, 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 van die Hooggeregshof, Soweto-Wes, te Marshallstraat 131, Johannesburg, op 19 Oktober 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, Marshallstraat 131, Johannesburg, voor die verkoping ter insae sal lê:

*Sekere Erf 445, geleë te Mahlostraat 445, Moroka, Soweto, groot 387 (drie agt sewe) vierkante meter.*

*Verbeteringe (geen waarborg kan in hierdie verband gegee word nie): Geboue bestaande uit drie slaapkamers, aantrek-kamer, sit/eetkamer, kombuis/opwaskombuis, ontbythoekie, twee badkamers, familiekamer, twee motorhuise, plaveisel en sekuriteitsomheining.*

*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 bougenootskapwaarborg- of ander aanneembare waarborg binne 14 (veertien) dae van die verkoping verskaf word.*

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

*Gedateer te Johannesburg op hierdie 1ste dag van September 1995.*

*Coetsee & Vennote, Carolinestraat 76, Brixton, 2092; Posbus 96247, Brixton, 2019. (Tel. 837-7915/ of 7975) (Verw. D. Coetsee/AM/IK1443.)*

**Saak 39987/91**

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

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Bpk.**, Eiser, en **Barrett, Warwick D'Artagnan**, Eerste Verweerder

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Krugersdorp, op Woensdag, 25 Oktober 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju te Klaburnhof, Ockersesstraat 22B, Krugersdorp, voor die verkoping ter insae sal lê:

*Sekere Gedeelte 80 (gedeelte van Gedeelte 59) van die plaas Viakplaats 160, Registrasieafdeling IQ, Transvaal, groot gemeet 8,5653 hektaar.*

*Verbeteringe (geen waarborg word in hierdie verband gegee nie): Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, kombuis, studeerkamer, swembad en afdak.*

*Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Die eiendom sal voetstoots verkoop en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet No. 2.*

*Terme: 10% (tien persentum) van die koopprys moet in kontant as deposito betaal word en die balans by oordrag. Die volledige verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae by die kantoor van die Balju van die Landdroshof, Krugersdorp.*

*Gedateer te Johannesburg op hierdie 18de dag van September 1995.*

*Coetsee & Vennote, Carolinestraat 76, Brixton, 2092; Posbus 96247, Brixton, 2019. (Tel. 837-7915/6) (Verw. D. Coetsee/AM/K1440.)*

**Case 5905/93**

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06) (United Bank Division), Plaintiff, and **Dennis Anthony Platt**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 July 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 1 November 1995 at 12:00, at the property namely:

*Certain: Erf 600, Vandykpark Township, situated at 1 Bloubos Street, in the Township of Vandykpark, District of Boksburg, measuring 1 215 (one thousand two 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, tiled roof, comprising a lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms with w.c., single garage, carport, servant's room 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 and/or at the offices of Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Boksburg on this the 21st day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Whitson/HM/AU0232.)

**Case 3802/95**

**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) (United Bank Division), Plaintiff, and **Cornelius Johannes Dannhauser**, First Defendant, and **Maria Magdalena Dannhauser**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 7 July 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 18 November 1995 at 10:00, at the property namely:

*Certain:* Erf 235, Benoni Agricultural Holding, situated at 235 Birch Street, in the Township of Benoni Agricultural Holding, District of Benoni, measuring 2,0291 (two comma zero two nine one) hectares.

*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, family room/study, kitchen, three bedrooms, bathroom, double garages and servant's room.

*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 21st day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whitson/HM/U00503.)

**Case 9422/94**

**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) (United Bank Division), Plaintiff, and **George Henry Els**, First Defendant, and **Hester Jacoba Els**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 29 August 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 13 November 1995 at 10:00, at the property namely:

*Certain:* Erf 606, Crystal Park Township, situated at 12 Eloff Street, in the Township of Crystal Park, District of Benoni, measuring 1 011 (one thousand and eleven) square metres.

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

*The conditions of sale:*

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

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

Dated at Benoni on this the 21st day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whitson/HM/U00389.)

**Case 10925/94**

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06) (Allied Bank Division), Plaintiff, and **Kenneth John Walmsley**, First Defendant, and **Susan Margaret Walmsley**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 December 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 7 November 1995 at 11:00, at the property namely:

*Certain:* Erf 911, Dawn Park Extension 2 Township, situated at 9 Maude Street, in the Township of Dawn Park Extension 2, District of Boksburg, measuring 800 (eight hundred) square metres.

*The following improvements are reported to be on the property, but nothing is guaranteed:* Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, dressing room, two bathrooms one with shower, double garage and outside 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 Court and/or at the offices of Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this the 21st day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00422/Mrs Kok/HM.)

**Case 5620/94**

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06) (United Bank Division), Plaintiff, and **Winston William van Rayne**, First Defendant, and **Zaida van Rayne**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 July 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 October 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* Portion 34 and 35 of Erf 83, Delmore Park Extension 1 Township, situated on 65 Kamp Street, Delmore Park Extension 1, in the Township of Delmore Park Extension 1, District of Boksburg, measuring 647 (six hundred and forty-seven) square metres.

*The following improvements are reported to be on the property, but nothing is guaranteed:* Building built of brick and consists of lounge, kitchen, dining-room, three bedrooms bathroom with two separate w.c., garage, staffroom 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 21st day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00191/Mrs Whitson.)

**Case 10607/94**

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06) (United Bank Division), Plaintiff, and **Jan Johan de Bruin**, First Defendant, and **Elizabeth Joy de Bruin**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 November 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 7 November 1995 at 10:00, at the property namely:

*Certain:* Erf 402, Comet Township, situated at 26 Graaf Street, in the Township of Comet, District of Boksburg, measuring 694 (six hundred and ninety-four) square metres.

*The following improvements are reported to be on the property, but nothing is guaranteed:* Building built of brick and plaster, tiled roof, comprising a lounge, dining-room, kitchen, laundry, three bedrooms, bathroom with w.c., garage, servant's room 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 and/or at the offices of Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this the 21st day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Whitson/HM/U00328.)

**Case 11587/94**

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

In the matter between **Anchor Sales CC**, trading as Anchor Homenet, Plaintiff, and **Nicholas Tebogo Frank**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 20 December 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 October 1995 at 11:15, at the Sheriff's office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* Erf 949, Dawn Park, Boksburg, Registration Division IR, Transvaal, situated at 88 Blesbok Street, Dawn Park, Boksburg, held under Deed of Transfer T15882/94, measuring 805 (eight hundred and five) square metres.

*The following improvements are reported to be on the property, but nothing is guaranteed:* Brick building with three bedrooms, two bathrooms, toilet, kitchen, dining-room, lounge and 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 20th day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. R. Dixon/A70006.)

**Saak 24861A/95**

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Lucas Petrus Johannes Snyman**, Eerste Verweerder, en **Martha Johanna Snyman**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 26 Oktober 1995 om 10:00, van:

'n Eenheid bestaande uit Deel 15, soos getoon en volledig beskryf op Deelplan SS-135/81 in die skema bekend as Adelinehof ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Erf 375, Hermanstad, Plaaslike Owerheid, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens die genoemde Deelplan 58 (ag-en-vyftig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST44928/94 (beter bekend as Adelinehof 22, Slegtkampstraat 379, Hermanstad).

Besonderhede van die eiendom en verbeterings daarop word hiermee verstrekk, maar nie gewaarborg nie: *Verbeterings:* 'n Baksteenwoonstel met teëldak, volvloermatte en keramiekteëlvloere, bestaan uit 'n sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

*Buitegeboue:* Enkelmotorhuis.

Beisgtig voorwaardes by Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

**Case 31333/94**

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

In the matter between **Bankorp Beperk**, Plaintiff, and **Adriaan Johan Pohl**, Defendant

In pursuance of a judgment dated 9 September 1994 of the Magistrate's Court for the District of Pretoria held at Pretoria in the above-mentioned case, the undermentioned immovable property will be sold by the Sheriff of Sinodale Centre, 234 Visagie Street, Pretoria, without a reserve price at Tuesday, on 31 October 1995 at 10:00, subject to the conditions which will be read by the Sheriff at the time of the sale and which conditions can be inspected at the Offices of the Sheriff, wherebefore the sale:

*Property:* Erf 213, Jan Niemandpark, measuring 744 square metres, held by Deed of Transfer T25171/92, also known as 45 Suikerbekkie Road, East Lynne, Pretoria, existing of living room, toilet, carport, bathroom, three bedrooms, kitchen, garage and corrugated iron roof. Property surrounded by a wall. (No guarantee is given by us in this regard).

*Conditions:* Conditions of sale can be inspected at the Sheriff for Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria, from 20 September 1995.

Van der Merwe & Ferreira, Nicolsonhuis, Grondvlak, Momentumpark, Nicolsonstraat, Brooklyn. (Ref. E. de Lange/KW/E2274.)

**Case 01105/95**

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

In the matter between **United Bank**, Plaintiff, and **Aaron Jabulane Mashego**, First Defendant, and **Stella Ntombikayise Mashego**, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the Defendant's right, title and interest in and to the following property shall be sold in execution by the Sheriff, on Friday, 3 November 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 18160, Tsakane Extension 8 Township, Registration Division IR, Transvaal, also known as 18160, Tsakane Extension 8, Tsakane, Brakpan, measuring, 322 square metres, held by Certificate of Registered Grand of Leasehold TL29946/1990.

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

Dwelling-house, semi face brick building with tiled roof, with kitchen, lounge, two bedrooms, bathroom, toilet, 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 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 20th 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/B02095.)

**Case 02436/95**

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

In the matter between **Allied Bank**, Plaintiff, and **Good Hope Bazaars (Pty) Ltd**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 3 November 1995 at 11:00, at the premises situated at 33 Fourth Avenue, Geduld, Springs, to the highest bidder:

Certain Erf 390 and 391, Geduld Township, Registration Division IR, Transvaal, measuring 248 square metres, held by Deed of Transfer T6581/1941 and T2476/1942 respectively, also known as 33 Fourth Avenue, Geduld, Springs.

*Improvements:* Brick building with corrugated iron roof, with ground floor shops, being two large rooms, and ten flats each, consisting of bedroom, lounge, kitchen, bathroom with 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 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 the 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 office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

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

Mr B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. B. Cooper/JD/B05795.)

**Case 03531/95**

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

In the matter between **Allied Bank**, Plaintiff, and **Bernard Heshock Mdluli**, First Defendant, and **Dorries Motema Mdluli**, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the Defendant's right, title and interest in and to the following property shall be sold in execution by the Sheriff, on Friday, 3 November 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 15172, Tsakane Extension 5 Township, Registration Division IR, Transvaal, also known as 15172, Tsakane Extension 5, Tsakane, Brakpan, measuring 275 square metres, held by Certificate of Registered Grand of Leasehold TL47740/1989

*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, and enclosed with brick wall.

*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 20th 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/B04895.)

Saak 11686/95

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

In die saak tussen **Saambou Bank Beperk** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Ferdinand Wilhelm Venter**, Eerste Verweerder, en **Christelle Louise Venter**, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 21 Julie 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 26 Oktober 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 363, Bonaeropark-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as D. F. Malanstraat 16, Bonaero Park, groot 813 (agthonderd-en-dertien) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, familie/TV-kamer, kombuis, vier slaapkamers, twee badkamers, drie toilette en 'n swembad.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN(FF0518).]

Saak 5519/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Beperk, Eiser, en **H. Shaikh**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg, en eksekusie teen goed, gedateer 20 Oktober 1994, sal die ondervermelde eiendom op Vrydag, 20 Oktober 1995 om 10:00, te Slegtkampstraat 13C, Middelburg, aan die hoogste bieder gereguleer verkoop word, naamlik:

Erf Gedeelte 1 van Erf 2791, dorpsgebied Middelburg-uitbreiding 17, Registrasieafdeling JS, Transvaal, groot 1 076 (een-duisend ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T79312/90.

*Verkoopvoorwaardes:*

1. 'n Deposito van 10% (tien per centum) van die koopprys op datum van verkoping met goedgekeurde bank/bou-nootskapwaarborg vir die balans koopprys binne 30 (dertig) dae na datum van verkoping.

2. Die verdere verkoopvoorwaardes lê ter insae by die kantore van Esterhuysen & Botha, Markstraat 20B, Middelburg, en die Balju, Totiusstraat 107, Middelburg.

F. J. Botha, vir Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050.

Case 2480/94

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Derek John Drennan**, First Defendant, and **Lee-Ann Drennan**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 27 June 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction, on 24 October 1995 at 10:00, at the property namely:

Certain Erf 4884, Benoni Extension 14 Township, situated at 59 Coleridge Road, Farrarmere, District of Benoni, measuring 1 011 (one thousand and eleven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, comprising a kitchen, three bedrooms, bathroom with w.c., swimming-pool, patio, lapa and carport.

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

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

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

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Ref. Mrs Whitson/U00494.) (Tel. 917-4631.)

Case 26762/94  
PH 140

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Multi Spring CC**, First Defendant, **Narsing, Barwantsingh**, Second Defendant, **Power Group CC**, Third Defendant, and **Thacor, Narsing Makan**, Fourth Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 27 October 1995 at 10:00, at 56 12th Street, Springs, to the highest bidder:

Erf 422, Bakerton Extension 4 Township, Registration Division IR, Transvaal, in extent 600 (six hundred) square metres, held under Deed of Trasfer T2946/1989, situated at 17 Pampas Road, Bakerton, Springs.

The Judgment Creditor has described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

*Description:* A residential dwelling.

*Main building:* A description of the property is unavailable.

*Outbuildings:* Garage adjacent to the house, burglar proofing and security wall around the property.

*Constructed:* Brick under tile roof.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 22,25% (twenty-two comma two five per cent) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, Springs, at 56 12th Street, Springs.

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

Orelowitz Incorporated, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483/1785.) (Ref. N5906/Mr Orelowitz/bw.)

Case 895/95

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Engelbrecht, A. P.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 22 September 1995 and subsequent warrant of execution the following property will be sold in execution on 27 October 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Part 1 of Stand 270, Nigel, better known as 96 Von Gesau Street, Nigel.

Kindly take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 96 Church Street, Nigel, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price on date of sale).
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this the 18th day of September 1995.

J. J. van Huyssteen, for Lockett Etsebeth Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/mm/Z2434.)

Case 1478/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Grobelny, M.**, and **Norris, D. R.**, Defendants

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 16 July 1992 and subsequent warrant of execution the following property will be sold in execution on 27 October 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 315, Visagiepark, Nigel, better known as 4 Poplar Street, Nigel.

Kindly take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 96 Church Street, Nigel, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this the 18th day of September 1995.

J. J. van Huyssteen, for Lockett Etsebeth Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/mm/N670.)

Saak 2701/93

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

In die saak tussen **Gertruida Jansen van Rensburg**, Eiser, en **Stephanus Johannes Jansen van Rensburg**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 22 September 1994 sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op 3 November 1995 om 10:00, te Erf 580, Lichtenburg, naamlik:

Erf 580, bekend as Tweede Straat 19, Kieserville, Lichtenburg.

*Verbeterings (nie gewaarborg nie):*

*Verkoopvoorwaardes:*

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshofwet, No. 32 van 1944, soos gewysig.

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju Lichtenburg, van Posbus 2776, Lichtenburg, 2470, met Telefoonnommer (01441) 4-1813, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 11de dag van September 1995.

Swanepoel & Vennote, Prokureurs vir Eiser, Vyfde Verdieping, Prorombou, Brownstraat, Posbus 1300, Nelspruit. (Tel. 5-2401.) (Faks. 5-3335.) (Verw. mnr. Pienaar/ma/J1-93.)

**Case 6662/94**

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

In the matter between **Fidelity Bank Limited**, Plaintiff, and **Vienings, V. J.**, Defendant

In execution of a judgment of the Magistrate's Court, Randburg, in the above suit, a sale without reserve price will be held at the office of the Randburg Sheriff, Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenues, Blairgowrie, on 25 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 said Sheriff:

Section 25, as shown and more fully described on Sectional Plan SS178/1993 in the building or buildings known as Sunrock Village, situated at 25 Sunrock, Second Road, Northwold Extension 52, Randburg Township, Greater Johannesburg Transitional Metropolitan Council, together with an undivided share in the common property of the land as shown and more fully described on the said sectional plan in terms of Deed of Transfer ST49926/1993, measuring 64 square metres.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Sectional simplex unit consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and single carport.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a minimum fee of R6 000. Minimum charge R100,00.

Schwellnus Spies Haasbroek, Plaintiff's Attorneys, Second Floor, Randpark Building, 20 Dover Street, Randburg. (Tel. 886-1800.) (Ref. F34 H362/94 Mrs Brits.)

**Saak 33916/95**

# IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited**, Eiser, en **N. J. Janse van Rensburg**, Eerste Verweerder, en **J. E. M. Janse van Rensburg**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 8 Junie 1995, sal die volgende eiendom in eksekusie verkoop word te die Balju Kantore, Olivetti Huis, Schubartstraat, Pretoria, op 26 September 1995 om 10:00, aan die hoogste bieder naamlik:

Erf 212, Claremont-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 309 (eenduisend driehonderd en nege) vierkante meter, gehou kragtens Transportakte T28135/1987, ook bekend as Commercialstraat 990, Pretoria Tuine.

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

*Hoofgebou:* Sitkamer, vier slaapkamers, badkamer en toilet, kombuis en spens.

*Buitegeboue:* Garage, bedienekamer en toilet.

*Titelaktevoorwaarde:* Streng vir woningdoeleindes alleenlik.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Pretoria-Wes ondersoek word.

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

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 23/95B.)

**Case 50/91**

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

In the matter between **In Mora Factors Ltd**, Execution Creditor, and **M. P. Malatji**, Execution Debtor

Be pleased to take notice that by virtue of judgment granted by the Court on 27 August 1991, and by virtue of a warrant of execution granted on even date, the undermentioned property will be sold on an execution sale on Tuesday, 31 October 1995 by the Sheriff of Namakgale at 15:00, at the offices of the Namakgale Magistrate.

Voetstoots to the highest bidder.

The property to be sold is:

Site 2814 Namakgale (generally known as Mphakane Cafe).

*Improvements* (not guaranteed): Dwelling consisting of kitchen, livingroom, two bedrooms, bath and toilette, outside building and four rooms.

Further be pleased to take notice the conditions of the sale will lie for inspection at the offices of the Sheriff, Namakgale (43 Potgieter Avenue, Phalaborwa) which provisions are *inter alia*:

1. That the property be sold voetstoots.
2. That 10% (ten per cent) of the purchase price be paid at the sale.
3. That the balance and interest be paid within 21 days after date of sale and an approved guarantee be submitted.
4. That the sale and registration be subject to the terms and conditions to title.
5. That possession be subject to any lease agreement.

Dated at Phalaborwa on the 28th day of August 1995.

L. Molenaar, for Avenant & Molenaar, 17 Wilger Avenue, P.O. Box 805, Phalaborwa, 1390. (Ref. Mrs Olivier 1224/lyv.)

Case 18964/93

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **G. D. Katz**, First Defendant, and **S. M. Katz**, 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 sale rooms of the Sheriff, Ground Floor, 100 Grayson Drive, Sandton, on 27 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, Sandton:

Remaining extent of Portion 12 (a portion of Portion 8) of Erf 7, Atholl Township, situated at 94 Central Avenue, Atholl, Sandton, measuring 1 539 square metres, held by Deed of Transfer T6492/1993.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Brick/mortar dwelling-house with tiled roof, wooden windows, lounge, family room, dining-room, three bedrooms, two bathrooms, passage, kitchen, scullery/laundry, two servant quarters, double garage 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, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000. Minimum charges R100,00.

D. Haasbroek, for Schwellnus Spies Haasbroek, Plaintiff's Attorneys, c/o 51 Biccarr Street, Braamfontein. (Tel. 886-1800.) (Ref. E494 H813/93 Mrs Brits.)

Saak 64010/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Midrand**, Eiser, en **Nil Despenrandum Stables (Edms.) Beperk**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 21 Februarie 1995 sal die ondervermelde eiendom op 8 November 1995 om 10:00, deur die Balju, Pretoria-Suid, by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 51, van die plaas Randjesfontein 405, Registrasieafdeling JR, Transvaal, groot 7,9180 hektaar, gehou kragtens Akte van Transport T31980/1983, bekend as Van Riebeeckweg 51, Randjesfontein 405.

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

*Sonering*: Landbou.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju Pretoria-Suid, Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad, en bevat onder andere die volgende:

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

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

Geteken te Pretoria hierdie 15de dag van September 1995.

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

Case 17239/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Binda, Ntombizodwa Hilda**, First Execution Debtor, and **Binda, Ntombencane 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, Alberton, on 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

*Certain:* Erf 2983, situated in the township of Brackenhurst Extension 2, Registration Division IR, Transvaal, being 5 Giraffe Street, Brackenhurst Extension 2, Alberton.

*Measuring:* 1 600 (one thousand six 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, entrance hall, four bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, carport, servant's room, toilet, 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 19th day of September 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.338.)

Case 15273/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 31 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

*Certain:* Erf 235, situated in the Township of Olivedale Extension 2, Registration Division IQ, Transvaal, being 20 Carroll Avenue, Olivedale Extension 2, Randburg.

*Measuring:* 1 263 (one thousand two 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 tiled roof, comprising kitchen, lounge/dining-room, study, bar, three bedrooms, two bathrooms with outbuildings with similar construction comprising servant's room 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 20th 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/S700.)

Case 14089/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Kheswa, Thulani Patrick**, First Execution Debtor, and **Ndabukelwayo, Granny Gogo**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 2 November 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

*Certain:* Erf 1901, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 1901 Protea Glen Extension 1, Soweto.

*Measuring:* 513 (five hundred and thirteen) 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 20th 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. Foreshores/fp/K279.)

Case 8355/94  
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 **Sanderson, John**, First Execution Debtor, and **Sanderson, Anna Maria Catharina**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 2 November 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

*Certain:* Erf 1212, situated in the Township of Triomf, Registration Division IQ, Transvaal, being 106 Gold Street, Triomf, Johannesburg.

*Measuring:* 495 (four hundred and ninety-five) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, laundry, four bedrooms, bathroom with outbuildings with similar construction comprising a garage, carport, 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 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 20th 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/S536.)

Case 8965/95  
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 **Van Blerk, Pieter Jacques Pienaar**, 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 2 November 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 105, situated in the Township of Valeriedene, Registration Division IQ, Transvaal, being 140 Cecily Drive, Valeriedene, Johannesburg.

*Measuring:* 1 854 (one thousand eight hundred and fifty-four) square metres.

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

A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, laundry, separate toilet and shower, two bar areas, wine cellar, three playrooms, sauna, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, servant's room, toilet, shower and swimming-pool.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 20th 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/VA.339.)

Case 16800/95  
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 **Atkinson, Gavin**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston North, on 2 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

*Certain:* Erf 175, situated in the Township of Fishers Hill, Registration Division IR, Transvaal, being 68 Main Road, Fishers Hill, Germiston.

*Measuring:* 496 (four hundred and ninety-six) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, three bedrooms, bathroom with outbuildings with similar construction comprising two carports, toilet, flatlet comprising bedroom, lounge, kitchen 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 19th 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/A.121.)

Case 20176/95  
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 **McHenry, Christopher**, 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 685, situated in the Township of Newlands, Johannesburg, Registration Division IQ, Transvaal, being 26 Van Zyl Street, Newlands, Johannesburg.

*Measuring:* 495 (four hundred and ninety-five) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, two bedrooms, two bathrooms with outbuildings with similar construction comprising garage, store-room and swimming-pool.

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

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

Dated at Johannesburg on this 22nd day of 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/M970.)

Case 2922/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Squires, Roland George**,  
First Execution Debtor, and **Micknight, Elaine Gertrude**, 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, Randburg, on 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

**Certain:** Erf 1348, situated in the Township of Bloubosrand Extension 9, Registration Division IQ, Transvaal, being 5 Diaz Close, Bloubosrand Extension 9, Randburg.

**Measuring:** 890 (eight hundred and ninety) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising two garages, servant's room, bathroom, store-room and hobby 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 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 21st 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/S615.)

Case 6907/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pauline van Aswegen**, First Defendant, and **Marga Kleyn**,  
Second Defendant

On 27 October 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

**Certain** Erf 381, Van Dykpark, Registration Division IR, the Province of Gauteng, situated at 33 Mimosa Street, Van Dykpark, Boksburg.

**Improvements:** Detached single storey brick residence consisting of three bedrooms, one and a half bathroom, kitchen, lounge, dining-room, family room and outbuildings comprising carport and swimming-pool.

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

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

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

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

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

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

Dated at Boksburg on this the 22nd day of September 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06059.)

Case 2434/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lucky Larry Jacobs**, First Defendant, and **Elizabeth Jacobs**,  
Second Defendant

On 27 October 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

**Certain** Portion 153 (a portion of Portion 1) of Erf 846, Reigerpark Extension 1, Registration Division IR, the Province of Gauteng, situated at 8 Springer Crescent, Reigerpark Extension 1.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.
2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.
3. The purchaser pay all amounts necessary to obtain transfer of the property, including conveyancing transfer costs and duties, rates, taxes and other charges payable to the local authority.
4. This risk and benefit in and to the property shall pass to the purchaser on the date of sale.
5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 22nd day of September 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04057.)

**Case 9558/94**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Abram Petrus Duvenhage**, First Defendant, and **Ivy Cecilia Duvenhage**, 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 and by public auction, on 7 November 1995 at 12:00, at the property namely:

**Certain:** Erf 1024, Van Dykpark Township, situated at 3 Sagewood Street, in the Township of Van Dykpark, District of Boksburg, measuring 763 (seven hundred and sixty-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 lounge, dining-room, kitchen, laundry, three bedrooms, bathroom with a shower, separate toilet, double garage, servant's room and outside 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 offices of the Sheriff of the Court and/or at the offices of Property Mart, 244 Louis Botha, Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this 22nd day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00305/Mrs Kok/HM.)

**Case 13639/95  
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 **Duvenage, Evert Phillipus**, First Execution Debtor, and **Duvenage, Maria Magdalena**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 2 November 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

**Certain:** Portion 5 of Erf 1235, situated in the Township of Claremont, Johannesburg, Registration Division IR, Transvaal, being 88 Hope Street, Claremont, Johannesburg.

**Measuring:** 495 (four hundred and ninety-five) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, carport, servant's room, toilet 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 21st day of September 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.400.)

Case 336/95  
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 **Morris, Willie Danny**, First Execution Debtor, and **Morris, Francis**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 26 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

**Certain:** Erf 3185, situated in the Township of Ennerdale Extension 3, Registration Division IQ Transvaal, being 139 Posedion Street, Ennerdale Extension 3, Vereeniging.

**Measuring:** 463 (four 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 tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction of carport.

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

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

Dated at Johannesburg on this 21st 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/M997.)

Saak 11146/95

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Desmond de Beer**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 7 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 26 Oktober 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 70, Norkem Park-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Modderstraat 10, Norkem Park, groot 991 (negehonderd een-en-negentig) vierkante meter.

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

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0495).]

Saak 509/93

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

In die saak tussen **African Bank Beperk**, Eiser, en **N. V. Mankge**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 3 November 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 800, Blok DD, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag T30015/1992, grootte 477 (vier sewe sewe) vierkante meter.

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

*Die wesentlike voorwaardes van verkoop is:*

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

Geteken te Pretoria-Noord hierdie 26ste dag van September 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/A15/141/EJ.)

**Case 41948/95**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Stephanus Johannes Buys**, Defendant

A sale in execution will be held on 25 October 1995 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 993, situated in the Township of Eldoraig Extension 2, Registration Division JR, Transvaal, measuring 1 259 square metres, known as 21 Stinkhout Avenue, Eldoraig Extension 2.

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

Dwelling single-storey, tiled roof, brick walls, fitted carpets, novilon, lounge, dining-room, study, kitchen, four bedrooms, two bathrooms, two w.c.'s, TV room, entrance, d/garages, servant's room, w.c., swimming-pool, paving and c/yard.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria South, at Plot 83, Lyttelton Agricultural Holdings, Verwoerdburg.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1351.)

**Case 13351/95**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Khumalo, Themba Andrew**, First Defendant, and **Khumalo Winnifred**, Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 10 August 1995, will be sold in execution on Friday, 20 October 1995 at 10:00, in front of the offices of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria, to the highest bidder:

Erf 701, Lawley Extension 1 Township, Registration Division IQ, Transvaal, in extent 404 (four hundred and four) square metres, situated at 701 Imperial Crescent, Lawley Extension 1, Westonaria.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence, single-storey dwelling, detached, walls (brick and plaster), roof (tile), floor (grano), rooms (lounge, kitchen, three bedrooms, bathroom and toilet). Outbuildings: None. Boundary: Fenced. Improvements: None.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 50 Edwards Avenue, Westonaria for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Ref. Mr Steyn/1430.) (Tel. 336-3913/4 336-3921/2/3.) (Docex: DX.571.)

**Case 5914/95**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Amos Lusenga Lusenga**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 25 October 1995 at 10:00, of the following property:

Erf 1808, The Reeds Extension 9 Township, Registration Division JR, Transvaal, measuring 1 062 square metres, held by the Defendant under Deed of Transfer T34626/1993.

*Street address:* 19 Van Schoor Street, The Reeds Extension 9, Pretoria.

*Improvements on the property:* Single-storey dwelling-house, two bedrooms, bathroom/toilet, lounge, kitchen, dining-room and garage.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

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

Saak 10479/95

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Graeme John Atkin Cassells**,  
Eerste Verweerder, en **Penelope Ann Cassells**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 17 Julie 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eerste en Tweede Verweerders, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 25 Oktober 1995 om 10:00:

Erf 189, geleë in die dorpsgebied Menlo Park, Registrasieafdeling JR, Transvaal, grootte 1 115 vierkante meter, gehou kragtens Akte van Transport T16983/93, die eiendom is ook bekend as Agtste Laan-Wes 32, Menlo Park, Pretoria.

*Plek van verkoping:* Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Sinkdakwoning bestaande uit sitkamer, eetkamer, TV kamer, drie slaapkamers, kombuis en badkamer. Buitegeboue bestaande uit enkelmotorhuis, motorafdak, waskamer, bediendekamer en aparte toilet. Gesoneer vir woondoeleindes.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 18de dag van September 1995.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Verw. D. Pieterse/F.15148/W. Spray.) (Tel. 325-2940.)

Saak 10374/94

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Dave Ashley Vincent Ally**, Eerste Verweerder, en **Belinda Debbie Ally**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, 31 Oktober 1995 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Noordoos, gehou by die N G Sinodale Sentrum 234, Visagiestraat, Pretoria, aan die hoogste bieder:

Erf 3535, Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 900 (negehonderd) vierkante meter, gehou kragtens Akte van Transport T79348/1990, onderhewig aan die voorwaardes daarin vervat.

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

*Straataadres:* Tobruklaan 525, Eersterust-uitbreiding 6.

*Verbeteringe:* Woonhuis bestaande uit sitkamer, twee toilette, twee badkamers, drie slaapkamers, kombuis, swembad, eetkamer, dubbelmotorhuis, studeerkamer, lapa, oprit en ommuur.

*Reserweprys:* Die eiendom word verkoop sonder reserwe.

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

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof, van Pretoria-Noordoos, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

F. M. Nel, vir Truter & Wessels, Prokureur vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1325/RE.)

**Case 6141/95**  
**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 **Kunene, Siphilew Moses**, Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 26 October 1995 at 10:00, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Erf 2558, Jeppestown Township, Registration Division IR, Transvaal, measuring 592 square metres and held under Deed of Transfer T36190/1994, situated at 13 Reimers Street, Jeppestown, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single-storey dwelling with iron roof internal and external brick walls that are plastered and painted, three bedrooms, lounge, kitchen, bathroom, w.c., garage, four servant's rooms with bathroom and w.c.

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

Dated at Johannesburg this 8th day of September 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax 336-0274.) (Dx 257 JHB.) (Ref. Peter Sapire/Clinton Lewis/F370.)

**Saak 5302/95**

# IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Nonzwakazi Zelda Magoso**, Verweerder

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

Erf 1398, Selcourt-dorpsgebied, Registrasieafdeling IR, die Provinsie Gauteng, geleë te Willoughbyweg 33, Selcourt, Springs, in eksekusie verkoop sal word op 20 Oktober 1995 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierdestraat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: Verbeteringe: Woonhuis van baksteen gebou onder sinkdak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

*Buitegeboue:* Motorhuis en bediendekamer.

*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 7de dag van September 1995.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierdestraat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. J. A. Kruger/SSB/M 2134.)

**Case 06187/95**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **United Bank**, Plaintiff, and **Jan Martinus Jansen**, 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, 1 November 1995 at 10:00, at the premises situated at 103 Wenden Avenue, Brakpan, without reserve to the highest bidder:

Certain remaining extent of Erf 1611, Brakpan Township, Registration Division IR, Transvaal, also known as 103 Wenden Avenue, Brakpan, measuring 495 square metres, held by Deed of Transfer T26962/1992.

*Improvements:* The following improvements on the property are reported (though in this regard nothing is guaranteed): Dwelling-house, brick building with corrugated iron roof, with kitchen, lounge, main bedrooms with dressing-room, bathroom, outside toilet, spacious shed with corrugated roofing and enclosed with precast walling and bricks.

## 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 18th day of August 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/JD/B09895.)

Case 6436/94

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

In the matter between **Stadsraad van Witbank**, Plaintiff, and **Reef Cable Installations (Pty) Ltd**, Defendant

In pursuance of a judgment granted on 28 March 1995 and a warrant of execution issued on 13 June 1995 the property described hereunder will be sold in execution at the Magistrate's Court, Delville Street, Witbank, on Friday 20 October 1995 at 10:00 in terms of the conditions of sale which will may be inspected at the offices of the Sheriff of the Court, Witbank, ten (10) days prior to the date of sale:

*Certain:* Erf 31, Ferrobank.

The sale is subject to the following material conditions namely:

1. Subject to the provisions of Section 66 (2) of Act, No. 32 of 1944, the sale shall be without reserve and the property shall be sold to the highest bidder.

2. The purchaser of the property shall be paid by way of a deposit of 10% (ten per cent) at the conclusion of the sale for the balance of the purchase price within 30 (thirty) days from the date of sale. The purchaser shall within the aforesaid period, either pay the balance in cash or provide an approved guarantee for payment of the balance of the purchase price upon registration of transfer and the Plaintiff shall not be responsible for any defect in the property latent or otherwise.

3. The property and any improvements therein shall be sold voetstoots.

4. Purchaser shall be held liable for all arrear rates, taxes charges etc owing in respect of the property together with interest calculated on the purchase price as determined by the Execution Creditor.

5. The conditions of sale may be inspected at the offices of the Sheriff of the Court, Witbank.

Dated at Witbank of this 31st day of August 1995.

Erasmus Ferreira & Ackermann, Athlone Street, Athlone Centre, P.O. Box 686, Witbank. (Tel. 656-1711.) (Ref. AP/S1346.)

Case 00280/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **United Bank**, Plaintiff, and **Jan Cornelius Sussens**, First Defendant, and **Alice Elizabeth Sussens**, 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, 1 November 1995 at 11:00, at 32 Hamilton Avenue, Brakpan, without reserve to the highest bidder:

*Certain:* Erf 1983, Brakpan Township, Registration Division IR, Transvaal, also known as 32 Hamilton Avenue, Brakpan, measuring 991 square metres, held by Deed of Transfer T27152/1994.

*Improvements:* The following improvements on the property are reported, though in this regard nothing is guaranteed: *Dwelling house:* Brick building with corrugated iron roof, with kitchen, lounge, dining-room, three bedrooms, two bathrooms, outside toilet, granny flat consisting of bedroom, livingroom, bathroom, kitchen, double carport, double garages and enclosed with precast walling.

*Conditions of sale:*

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

2. The purchaser shall pay a deposit of 10% (ten per 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 17th day of August 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/JD/B01095.)

Case 15728/95

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 **Van der Merwe, Wynand**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 27 October 1995 at 11:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

*Certain:* Erf 277, situated in the Township of Struisbult Extension 1, Registration Division IR, Transvaal, being 3 Kwartel Street, Struisbult Extension 1, Springs, measuring 1 000 (one thousand) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, separate shower, 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 or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg on this 15th 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/VA.349.)

Case 12088/95  
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 **Steyn, Hermanus Egbertus**,  
First Execution Debtor, and **Bekker, Johanna Susanna**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark on 27 October 1995 at 10:00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

**Certain:** Erf 362, situated in the Township of Vanderbijlpark Central East 4, Registration Division IQ, Transvaal, being 13 Madeley Street, Vanderbijlpark Central East 4, measuring 808 (eight hundred and eight) square metres.

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

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

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

Dated at Johannesburg on this 15th 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/S680.)

**VERKOPING IN EKSEKUSIE**

Sal gehou word te Balju, Lochstraat 51, Meyerton, op Donderdag, 26 Oktober 1995 om 10:00.

**Eksekusieskuldeiser: Noordelike Vaal Metropolitaanse Substruktuur**, voorheen Stadsraad van Randvaal

Die hiernagenoemde eiendomme sal individueel te koop aangebied word, die wesentlike verkoopvoorwaardes synde:

- (a) Geen waarborg of onderneming word gegee met betrekking tot die aard van die verbeteringe nie.
- (b) Die verkoping moet per openbare veiling, sonder reserwes en voetstoots geskied.
- (c) Die koper moet onmiddellik na die verkoping die verkoopvoorwaardes wat by die kantoor van die Balju, Lochstraat 51, Meyerton, ter insae lê, onderteken.

(d) Die koper moet alle bedrae wat nodig is om oordrag van die eiendom te bewerkstellig, insluitende alle oordragkoste, oordragbelasting, belasting, munisipale belasting, lisensies, sanitêre gelde, rente en Belasting op Toegevoegde Waarde (indien van toepassing) betaal.

(e) 10% (tien persent) van die koopprijs moet as 'n deposito daarvan betaal word of indien die koopprijs minder is as R10 000, dan is die totale koopprijs, tesame met die veilingkoste van die Balju van die Landdroshof synde 4% (vier persent) van die koopprijs en Belasting op Toegevoegde Waarde (indien van toepassing) beide onmiddellik na die verkoping, in kontant of per bankgewaarborgde tjek, betaalbaar en die onbetaalde balans van die koopprijs tesame met rente op die voorkeurskuldeiser se eise soos uiteengesit in Reël 43 (7) (a) van die Hofreëls moet vanaf die datum van die verkoping tot datum van betaling deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping, betaal of gesekureer word.

(f) Die eiendom moet onderhewig aan enige huurkontrak of ander saaklike reg in rangorde volgens die Vonnisskuldeiser se verband verkoop word, andersins moet die eiendom sonder enige sodanige huurkontrak of ander saaklike reg verkoop word. Indien die Eksekusieskuldeiser die koper is, moet die eiendom sonder enige huur verkoop word. Die koper se reg tot okkupasie moet slegs teen die okkupant uitvoerbaar wees.

(g) By gebreke aan voldoening aan die bepalings van die verkoopvoorwaardes, moet die koper die deposito waarna verwys in (e) hierbo verbeur ten gunste van die Eksekusieskuldeiser, sonder benadeling van enige eis teen hom vir skadevergoeding, so nie sal die Eksekusieskuldeiser geregtig wees om die verkoping af te dwing.

**Saak No.: 1004/94.****Vonnisskuldenaar: John George Horn.**

*Eiendom:* Hoewe 45, Pendale-landbouhoewes, Registrasieafdeling IR, Transvaal, grootte 1,7131 hektaar, gehou kragtens T5901/1948, ook bekend as Elizabethlaan 45, Pendale.

*Beskrywing:* Onverbeterde eiendom.

*Sonering:* Landbou.

**Saak No.: 801/95.****Vonnisskuldenaar: Alfredo Fortini.**

*Eiendom:* Hoewe 117, Valley Settlements-landbouhoewes 3, Registrasieafdeling IR, Transvaal, grootte 3,0018 hektaar, gehou kragtens T30986/1978, ook bekend as Kapokblomstraat 117, Valley Settlements-landbouhoewes 3.

*Beskrywing:* Onverbeterde perseel.

*Sonering:* Landbou.

**Saak No.: 800/95.****Vonnisskuldenaar: Michael Sidney Rollinson.**

*Eiendom:* Erf 124, Witkop, Registrasieafdeling IR, Transvaal, grootte 2 552 vierkante meter, gehou kragtens T51210/1988, ook bekend as 124 Meadowweg, Witkop.

*Beskrywing:* Onverbeterde perseel.

*Sonering:* Residensieel.

**Saak No.: 478/95.****Vonnisskuldenaar: Leonard Gerhardus Brelage.**

*Eiendom:* Erf 631, Witkop, Registrasieafdeling IR, Transvaal, grootte 2 552 vierkante meter, gehou kragtens T49744/1986, ook bekend as Mossiestraat 631, Witkop.

*Beskrywing:* Onverbeterde perseel.

*Sonering:* Residensieel.

**Saak No.: 802/95.****Vonnisskuldenaar: Jose Hilario Fernandes de Castro.**

*Eiendom:* Erf 262, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 2 974 vierkante meter, gehou kragtens T10630/1972, ook bekend as Shiplakeweg 262, Henley-on-Klip.

*Beskrywing:* Onverbeterde perseel.

*Sonering:* Residensieel.

**Saak No.: 799/95.****Vonnisskuldenaars: Clive Bruce Venning en Mark Bruce Venning.**

*Eiendom:* Erf 258, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 2 974 vierkante meter, gehou kragtens T45473/1984, ook bekend as Shiplakeweg 258, Henley-on-Klip.

*Eiendom:* Erf 259, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 2 974 vierkante meter, gehou kragtens T45473/1984, ook bekend as Shiplakeweg 259, Henley-on-Klip.

*Beskrywing:* Onverbeterde persele.

*Sonering:* Residensieel.

Gedateer te Meyerton hierdie 20ste dag van September 1995.

A. W. J. Everson, Eksekusieskuldeiser, Noordelike Vaal Metropolitaanse Substruktuur, voorheen Stadsraad van Randvaal, Rooibokstraat 56, Highbury, Posbus 555, Randvaal. [Tel. (016) 66-0323.] (Verw. mev. Wagner.)

**Case 8628/95  
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 **Greyling, Willem Christiaan**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 27 October 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 425, situated in the Township of Dersley, Registration Division IR, Transvaal, being 3, Safier Street, Dersley, Springs, measuring 975 (nine hundred and seventy-five) square metres.

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

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

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 15th 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/G.224.)

Case 10293/95  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **De Kock, Marius Frederik**,  
First Execution Debtor, and **De Kock, Sundra Suzette**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 2 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 4556, situated in the Township of Northmead Extension 3, Registration Division IR, Transvaal, being 39 Walmsley Street, Northmead Extension 3, Benoni, measuring 1 031 (one thousand and thirty-one) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, toilet, swimming-pool, cottage comprising of lounge, bedroom, shower 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 13th day of September 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.362.)

Case 3996/92

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

In the matter between **First National Bank of SA Ltd**, trading as Wesbank, Plaintiff, and **M. B. Msibi**, Defendant

In pursuance of a judgment granted on 28 August 1992 and a warrant of execution issued on 24 January 1995 the property described hereunder will be sold in execution at the Magistrate's Court, Delville Street, Witbank, on Friday, 20 October 1995 at 10:00, in terms of the conditions of sale which may be inspected at the offices of the Sheriff of the Court, Witbank, ten (10) days prior to the date of sale:

**Certain:** Stand 1034, Phola, Ogies.

The sale is subject to the following material conditions namely:

1. Subject to the provisions of section 66 (2) of Act No. 32 of 1944, the sale shall be without reserve and the property shall be sold to the highest bidder.

2. The purchase price of the property shall be paid by way of a deposit of 10% (ten per cent) at the conclusion of the sale for the balance of the purchase price within 30 (thirty) days from the date of sale. The purchaser shall within the aforesaid period, either pay the balance in cash or provide an approved guarantee for payment of the balance of the purchase price upon registration of transfer and the plaintiff shall not be responsible for any defect in the property latent or otherwise.

3. The property and any improvements therein shall be sold *voetstoots*.

4. The purchaser shall be held liable for all arrear rates, taxes charges etc owing in respect of the property together with interest calculated on the purchase price as determined by the Execution Creditor.

5. The conditions of sale may be inspected at the offices of the Sheriff of the Court, Witbank.

Dated at Witbank on the 14th day of September 1995.

Erasmus Ferreira & Ackermann, Plaintiff's Attorneys, Athlone Street, Athlone Centre, P.O. Box 686, Witbank. (Tel. 656-1711.) (Ref. AP/DJ85.)

Case 2335/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Petrus Cornelius Nel**, First Defendant, and **Magdaleen Nel**, Second Defendant

On 27 October 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff Offices, 182 Leeuwpoot Street, Boksburg:

*Certain:* Erf 521, Atlasville Extension 1, Registration Division IR, the Province of Gauteng, situated at 13 Swift Street, Atlasville Extension 1.

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

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

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

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

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

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

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

Dated at Boksburg on this 15th day of September 1995.

C. M. Klinkert, for Tuckers Inc., Plaintiff's Attorneys, Permanent Building, Commissioner Street, Boksburg. (Tel, 892-3400.) (Ref. Mrs Pinheiro/H341.)

Case 14445/95

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Arnold Hercules Marx**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at 142 Struben Street, Pretoria, on Wednesday, 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 prior to the sale:

Portion 146 (a portion of Portion 26) of the Farm Hennopsrivier 489, Registration Division JQ, Transvaal, measuring 8,2356 (eight comma two three five six) hectares, held under Deed of Transfer T35424/93, subject to the conditions therein contained.

The following information is furnished re the improvements though in this respect nothing is guaranteed: Double-storey thatch roof dwelling consisting lounge, dining-room, family room, kitchen, three bedrooms, bathroom/w.c., and bathroom/w.c./shower.

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

Dated at Pretoria this 18th day of September 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S866/95.)

Saak 1183/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **L. Ngwenya**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Landdroshof, Phalaborwa, op 27 Oktober 1995 om 10:00, sonder reserwe, en aan die hoogste biëder:

Erf 659, Phalaborwa-uitbreiding 1, Registrasieafdeling LU, Noordelike provinsie, groot 1 636 vierkante meter, gehou kragtens Akte van Transport T5120/95 en onderworpe aan die voorwaardes daarin vermeld.

*Verbeterings* (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Drieslaapkamer, steenhuise onder teëldak met badkamer, kombuis, sitkamer en eetkamer. Buitegeboue bestaan uit bediendekamer en toilet.

*Die vernaamste verkoopvoorwaardes van die verkoping is:*

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 'n deposito van 10% (tien per centum) van die koopprys of R1 000 (eenduisend rand), wat ook al die meeste is, onmiddellik na die verkoping, in kontant betaal en vir die balans en rente, moet die koper die Balju binne 21 (een-en-twintig) dae na datum van verkoping, van 'n goedgekeurde bank- of bouverenigingswaarborg voorsien.

2. Die eiendom word voetstoots te koop aangebied en is die verkoping onderhewig aan:

2.1 Die wet op Landdroshowe en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

2.3 die verkoopvoorwaardes wat vir insae by die kantoor van die Balju lê, sal onmiddellik voor die verkoping, uitgelees word.

Geteken te Phalaborwa op die 18de dag van September 1995.

P. C. Kuun, vir Coetzee & van der Merwe, Tovancogebou, Posbus 217, Phalaborwa, 1390. (Verw. mnr. Kuun/rh.)

Saak 1182/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **H. T. Mazibuko**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Landdroshof, Phalaborwa, op 27 Oktober 1995 om 10:00, sonder reserwe, en aan die hoogste bieder:

Erf 681, Phalaborwa-uitbreiding 1, Registrasieafdeling LU, Noordelike provinsie, groot 1 898 vierkante meter, gehou kragtens Akte van Transport T6696/95 en onderworpe aan die voorwaardes daarin vermeld.

*Verbeterings* (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Drieslaapkamer steenhuis onder teëldak met badkamer, kombuis, sitkamer en eetkamer. Buitegeboue bestaan uit bediendekamer en toilet.

*Die vernaamste verkoopvoorwaardes van die verkoping is:*

1. Tensy reëlins voor die verkoping met die Eiser getref is, sal die koper 'n deposito van 10% (tien per sentum) van die koopprys of R1 000 (eenduisend rand), wat ook al die meeste is, onmiddellik na die verkoping, in kontant betaal en vir die balans en rente, moet die koper die Balju binne 21 (een-en-twintig) dae na datum van verkoping, van 'n goedgekeurde bank- of bouvereniging waarborg voorsien.

2. Die eiendom word voetstoots te koop aangebied en is die verkoping onderhewig aan:

2.1 Die wet op Landdroshof en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

2.3 die verkoopvoorwaardes wat vir insae by die kantoor van die Balju lê, sal onmiddellik voor die verkoping, uitgelees word.

Geteken te Phalaborwa op die 18de dag van September 1995.

P. C. Kuun, vir Coetzee & van der Merwe, Tovancogebou, Posbus 217, Phalaborwa, 1390. (Verw. mnr. Kuun/rh.)

Saak 71397/94

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

In die saak tussen **Town Council of Sandton**, Eksekusieskuldeiser, en **Maits Kelvin CC**, Eksekusieskuldenaar

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Halfway House, te Randburg, Landdroshof, Jan Smuts-rylaan, Randburg, op 24 Oktober 1995 om 14:30, volgens voorwaardes wat nou by die kantore van die Balju, Halfway House, te Blok D, Eerste Verdieping, Lochner Park, hoek van Richardrylaan en Suttiestraat, Halfway House, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 0004 van Erf 0000003, in die dorpsgebied Kelvin, Registrasieafdeling IR, Gauteng, groot 2 060 vierkant meter, gehou kragtens Akte van Transport T5703/1991.

Hierdie eiendom is geleë te Westway 39, Kelvin.

*Die volgende verbeterings is op die eiendom aangebring:* Leë erf.

*Konstruksie:* Leë erf.

*Buitegeboue:* Leë erf.

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

*Terme:*

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 18de dag van September 1995.

A. Bloem, vir Rooth & Wessels, Prokureur vir Eiser, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. A. Bloem/M3181/mw.)

Case 4653/91

## 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 **Tshililo Norman Ratshilengana**, First Defendant, and **Sharon Diniso**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 29 August 1991, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 October 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* All the right, title and interest in the leasehold in respect of Erf 8004, Vosloorus Extension 9 Township, situated on 8004 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 312 (three hundred and twelve) 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 18th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00622/Mrs Kok.)

Case 9301/94

## 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) (United Bank Division), Plaintiff, and  
**Cheryl Thelma Welman**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 3 January 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 7 November 1995 at 10:00, at the property, namely:

*Certain:* Erf 1927, Crystal Park Extension 2 Township, situated at 3 Meerlus Street, Crystal Park, District of Benoni, measuring 825 (eight hundred and twenty-five) square metres.

*The following improvements are reported to be on the property, but nothing is guaranteed:* Building built of brick and plaster, comprising a lounge, dining-room, kitchen, three 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 office of Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Boksburg on this the 18th day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whitson/HM/U00382.)

Case 6903/95

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06) (Allied Bank Division), Plaintiff, and **Derek Andrew McArthur**, First Defendant, and **Helena Hendricka McArthur**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 August 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 25 October 1995 at 10:00, at the property namely:

*Certain:* Erf 68, Eveleigh Extension 3 Township, situated at 16 Krog Street, in the Township of Eveleigh Extension 3, District of Boksburg, measuring 802 (eight hundred and two) square metres.

*The following improvements are reported to be on the property, but nothing is guaranteed:* Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, study/family room, kitchen, laundry, three bedrooms, bathroom with separate w.c., servant's room, store-room and double 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 and/or at the offices of Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Boksburg on this the 18th day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00689/Mrs Kok/HM.)

Case 129418/94  
PH 46-K49

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Mphosi William Khubayi**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 23 March 1995 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg, to the highest bidder on 3 November 1995 at 11:15:

*Certain* Erf 2160, Dawn Park Extension 8 Township, Registration Division IR, Province of Gauteng, measuring 802 square metres, held by Deed of Transfer T48093/1992 (known as 11 Fagan Street, Dawn Park, Boksburg).

*Conditions of sale:*

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

2. The following improvements on the property is reported but nothing is guaranteed: Single-storey residence, constructed under internal and external brick walls, tile roof, consisting of lounge, dining-room, three bedrooms, bathroom, shower, two w.c.'s, kitchen and garage.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 16,25% (sixteen comma two five per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

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

Dated at Johannesburg on this the 18th day of September 1995.

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N415.)

**Saak 1697/93**

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **mev. S. J. Sithole**, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Oberholzer, en 'n lasbrief vir eksekusie gedateer 25 Augustus 1995, sal die ondergemelde eiendom per geregtelike veiling verkoop word te die Landdroskantoor, Van Zyl Smitstraat, Oberholzer, op Vrydag, 27 Oktober 1995 om 10:00:

*Perseel:* 4397, Khutsong, Registrasieafdeling IQ, Transvaal, groot 240 vierkante meter, gehou kragtens Sertifikaat van Reg tot Huurpag TL3958/88.

*Bestaande uit:* Drie slaapkamers, badkamer, toilet, eetkamer, sitkamer en kombuis.

*Die belangrikste voorwaarde vir verkoop is:*

1. Die eiendom sal deur die Balju van die Landdroshof van Oberholzer, aan die hoogste bieder verkoop word.

2. Die koper moet 10% (tien per centum) van die kooprys in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof van Oberholzer. Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in naam van die koper, welke gemelde waarborg gelewer word aan die Balju van die Landdroshof, Oberholzer.

3. Die aanbod (kapitale bedrag) sal nie die bedrag Belasting op Toegevoegde Waarde insluit nie, maar sal betaalbaar wees deur die koper op die bedrag aangebied, welke bedrae tesame met die kooprys daarstel, indien die koper 'n vendor is.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Oberholzer, asook by die kantore van die Eiser se prokureurs.

Aldus gedoen en geteken te Oberholzer op hede die 13de dag van September 1995.

Oosthuizen & Roeland, Eggo Janstraat 64, Oberholzer, 2502. (Verw. mnr. Roeland/mf.)

**Case 1461/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BRITS HELD AT BRITS**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nicolaas Johannes Adolf Lubbe and Melinda Lubbe**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 15 August 1995 (reissue), the hereunder-mentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 27 October 1995 at 09:00, namely:

Remaining extent of Portion 103 (portion of Portion 35) of Zandfontein 447, Registration Division JQ, Transvaal, measuring 22,5336 hectare, held under Deed of Transfer T54654/90.

The following improvements exist on the property, although in this respect nothing is guaranteed: Three-bedroomed dwelling-house.

*Material conditions of the sale are:*

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

(b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by Plaintiff from date of sale to date of payment.

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

(d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to local authority, interest, etc.

(e) The purchase price shall be paid as to 10% (ten per centum) of thereof or R400 (four hundred rand) whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.

(f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as "roukoop".

(g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 12th day of September 1995.

J. M. Erasmus, c/o E. D. Ras Olivier & Erasmus, Attorney for Plaintiff, First Floor, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Saak 50508/95

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **Daniel Mathew**, gebore op 3 November 1961, Eerste Verweerder, en **Daniel Nomvuyo Phyllis**, Identiteitsnommer 6510190655086, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Suid, te Strubenstraat 142, Pretoria, op 25 Oktober 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenpark Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1461, geleë in die dorpsgebied The Reeds-uitbreiding 5, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T86969/93.

Hierdie eiendom is geleë te Panoramastraat 304, The Reeds-uitbreiding 5, Pretoria.

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

*Konstruksie:* Mure—baksteen, dak—teëls, plafon—Herculite en vloer—matte.

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

*Terme:*

(1) Die eiendom word verkoop sonder reserweprys.

(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 20ste dag van September 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2124.)

Case 2529/95

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

In the matter between **Nedcor Bank Limited** Plaintiff, and **Johannes Lodewicus Nienaber**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at 19 Hertzog Street, Witbank Extension 3, Witbank, on Friday, 3 November 1995 at 09:00:

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

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

*Property:* Erf 730, Witbank Extension 3 Township, Registration Division JS, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 1240.)

Case 15648/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Patrick Vivian Venter**, 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, Pretoria East, at 142 Struben Street, Pretoria, on Wednesday, 25 October 1995 at 10:00, of the undermentioned property of the Defendant, subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pretoria East, at 142 Struben Street, Pretoria:

Erf 361, situated in the Township of Die Wilgers Extension 9, Registration Division JR, Transvaal, measuring 1 250 square metres, held by virtue of Deed of Transfer T3775/1979, known as 125 Power Avenue, Die Wilgers Extension 9, Pretoria.

The following information is furnished with regard to improvements on the property though nothing in this respect is guaranteed:

Dwelling-house consisting of entrance hall, lounge dining-room, three bedrooms, kitchen, bathroom/toilet/basin, bathroom/basin and toilet. Outbuildings consist of two garages, servant's room and toilet and laundry. There is a flat consisting of living-room, bedroom, kitchen and bathroom/toilet/basin. There is also a swimming-pool on the property.

Dated at Pretoria on this the 21st day of September 1995.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2294.)

Case 11036/95  
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 **Enslin, Henry Edward**, First Execution Debtor, and **Enslin, Beverley**, 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 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and the Magistrate's Court, prior to the sale:

Certain Erf 2022, situated in the Township of Albertsdal Extension 7, Registration Division IR, Transvaal, being 13 Platberg Street, Albertsdal Extension 7, Alberton, measuring 900 (nine 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, entrance hall, separate toilet, three bedrooms and bathroom with outbuildings with similar construction comprising 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 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 19th 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/E.102.)

Case 15430/95  
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 **Di Folco, Giovanni**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 2 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 277, situated in the Township of Rynfield, Registration Division IR, Transvaal, being 65 Pretoria Road, Rynfield, Benoni, measuring 1 779 (one thousand seven hundred and seventy-nine) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising two garages, two servants' rooms, toilet, store-room and swimming-pool.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 19th day of September 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.403.)

Saak 18940/95

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

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Bento, Tony Emanuel**, Eerste Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op 24 Oktober 1995 om 10:00, van die ondervermele 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, 1994, Mayberry Park-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Cherrystraat 15, Mayberry Park, Alberton, groot 937 m<sup>2</sup> (nege drie sewe) vierkante meter.

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

*Hoofgebou:* Sitkamer, eetkamer, kombuis, familiekamer, studeerkamer, drie slaapkamers, twee badkamers/toilette. *Buitegeboue:* Dubbelmotorhuis, toilet. *Konstruktuer:* Baksteen met teël.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum 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/A8400E.)

Case 14035/93

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **William Anthony van Vuuren**, First Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, on 19 September 1994, and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 25 October 1995 at 10:00, at the property, namely:

Certain Erf 344, Impalapak Township, situated at 7 Beechcraft Street, in the Township of Impalapak, District of Boksburg, measuring 951 (nine hundred and fifty-one) square metres.

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

Building built of brick and consists of three bedrooms, bath, shower and w.c., lounge, separate w.c., dining-room, kitchen, staff room, store-room, carport and separate 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 and/or at the offices of Property Mart, 244 Louis Botha Avenue, First Floor, Pogir Bastion Insurance House, Orange Grove.

Dated at Boksburg on this 20th day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Whitson/U00071.)

Case 12152/94

**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 **Hlongolani Edward Mhlongo**, First Defendant, and **Jeannet Jabile Mhlongo**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 16 January 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 October 1995 at 11:15, at the office of the Sheriff, 182 Leeuwoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 15, Vosloorus Extension 8 Township, situated on 15 Vosloorus Extension 8, in the Township of Extension 8, District of Boksburg, measuring 305 (three hundred and 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, two bedrooms and bathroom with toilet.

*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 20th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00505/Mrs Kok.)

Case 9605/94

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 **Zomowake Lawrence Mngadi**,  
First Defendant,  
and **Ntombizodwa Dorris Mngadi**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 November 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 October 1995 at 11:15, at the office of the Sheriff, 183 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* All the right, title and interest in the leasehold in respect of Erf 4154, Vosloorus Township, situated on 4154 Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 259 (two hundred and fifty-nine) 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 dining-room, kitchen, two bedrooms, bathroom and toilet.

*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 20th day of September 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel: 917-4631.) (Ref. A00314/Mrs Kok.)

Case 10613/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and  
**Kelvin Brown**, First Defendant, and **Nissa Daisy Brown**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 10 November 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 1 November 1995 at 10:00 at the property, namely:

*Certain:* Erf 109, Delmore Park Extension 2 Township, situated at 34 Bonito Crescent, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 299 (two hundred and ninety-nine) 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, three bedrooms, bathroom and w.c.

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

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

Dated at Boksburg on this the 20th day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel: 917-4631.) (Ref. A00405/Mrs Kok/HM.)

Case 1011/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mohale Isaac Matsobane**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 14 June 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 25 October 1995 at 11:00 in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

*Certain:* All the right, title and interest in the leasehold in respect of Erf 14783, Daveyton Extension 3 Township (previously known as Site 549, Daveyton Extension 3), situated at Erf 549, Daveyton Extension 3, Benoni, measuring 683 (six hundred and eighty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and tiled roof comprising lounge, dining-room, 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 cent) and the balance against transfer.

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

Dated at Benoni on this the 20th day of September 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. C/o 75 Elston Avenue, Benoni. (Tel: 917-4631.) (Ref. A00591/Mrs Kok.)

Saak 6782/94

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

In die saak tussen **Allied Bank** ('n divisie van ABSA Bank Beperk), Eiser, en **M. E. Mervis**, Verweerder.

Ingevolge uitspraak in die Hof van die Landdros van Middelburg en eksekusie teen goed gedateer 23 Mei 1995 sal die ondervermelde eiendom op Vrydag, 20 Oktober 1995 om 11:00 te Saldanhastraat 242, Nasaret, Middelburg, aan die hoogste bieder geregtelike verkoop word, naamlik:

Erf 242, dorpsgebied Nasaret, Registrasieafdeling JS, Transvaal, groot 325 (driehonderd vyf-en-twintig) vierkante meter, gehou kragtens Akte van Transport T14009/88.

**Verkoopvoorwaardes:**

1. 'n Deposito van 10% (tien per centum) van die koopprys op datum van verkoping met goedgekeurde bank/bougenootskapwaarborg vir die balans van koopprys binne 30 (dertig) dae na datum van verkoping.

2. Die verdere verkoopvoorwaardes lê ter insae by die kantore van prokureurs Esterhuysen & Botha, Markstraat 20B, Middelburg, en die Balju, Totiusstraat 107, Middelburg.

F. J. Botha, vir Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050.

Case 10024/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of Bophuthatswana Limited**, Plaintiff, and **Philip Nkemeleng Sehunoe**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held, on 27 October 1995 at 10:00, at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg:

Erf 1504, situated in the town Geelhoutpark Extension 6, Registration Division JQ, Transvaal, measuring 525 (five hundred and twenty-five) square metres, held by the Defendant under Deed of Transfer T73710/93, situated at Stand 1504, Geelhout Park Extension 6, Rustenburg.

The following information is furnished, though in this respect nothing is guaranteed;

Dwelling-house consisting of two bedrooms, bathroom, lounge and kitchen. The property is fenced with wire.

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

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T408407/el.)

Case 12005/95  
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 **Abroms, Jack Stanley**, First Execution Debtor, and **Abroms, Angela Marina**, Second Execution Debtor

Be please to take notice that on Thursday, 26 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:** Remaining extent of Erf 197, Bruma Township, Registration Division IR, Gauteng Province, measuring 1 399 (one thousand three hundred and ninety-nine) square metres, and held by Deed of Transfer T41678/1991, situated at 15 David Draper Street, Bruma, Johannesburg.

**Description:** A dwelling consisting of entrance hall, lounge, dining-room, three bedrooms, two full bathrooms, kitchen, separate toilet, study and balcony. Outbuildings consist of double garage, servant's room and two bathrooms with toilets.

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 centum) of the price plus 4% (four per centum) 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 be 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 14th 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. Docex 2, Randburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z19873.)

Saak 12005/95  
PH 396 DX2IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited**, handeldrywend as United Bank, Eksekusieskuldeiser, en **Abroms, Jack Stanley**, Eerste Eksekusieskuldenaar, en **Abroms, Angela Marina**, Tweede Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word by die kantore van die Balju te Marshallstraat 131, Johannesburg, op Donderdag, 26 Oktober 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, voor die verkoop:

Oorblywende grootte van Erf 197, Bruma-dorpsgebied, Registrasieafdeling IR, Gauteng Provinsie, Grootte 1 399 vierkante meter, en gehou deur Akte van Transport T41678/1991, synde David Draperstraat 15, Bruma, Johannesburg.

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

*Geboue en verbeterings:* 'n Huis met ingangsportaal, sitkamer, eetkamer, drie slaapkamers, twee volle badkamers, kombuis, aparte toilet, studeerkamer en balkon. Buitegeboue: Dubbele motorhuis, bediendekamer en twee badkamers met toilette.

*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 aan koper op datum van aankoop.

Gedateer te Johannesburg hierdie 14de dag van September 1995.

J. Meiring, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z19873.)

Case 16426/95  
PH396IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **Nortje, Pieterella Sagaraya**, First Execution Debtor, **Byleveld, Jan Dirk Heyns**, Second Execution Debtor, and **Nortje, Jan de Bruin**, Third Execution Debtor

Be pleased to take notice that on Tuesday, 24 October 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

Certain Erf 462, Brackenhurst Extension 1 Township, Registration Division IR, Gauteng Province, measuring 1 487 square metres and held by Deed of Transfer T58466/1992, situated at 72 Jackson Street, Brackenhurst Extension 1.

*Description:* A dwelling consisting of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms one with shower and kitchen. *Outbuildings:* Double garage and carport.

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 centum) of the price plus 4% (four per centum) 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 14th 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. (Docex 2, Randburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z21887.)

Saak 16426/95  
PH396IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Nortje, Pieterella Sagaraya**, Eerste Eksekusieskuldenaar, **Byleveld, Jan Dirk Heyns**, Tweede Eksekusieskuldenaar, en **Nortje, Jan de Bruin**, Derde Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word by die kantore van die Balju te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op Dinsdag, 24 Oktober 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggeregshof, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, voor die verkoop:

Erf 462, Brackenhurst Extension 1-dorpsgebied, Registrasieafdeling IR, Gauteng-provinsie, groot 1 487 vierkante meter en gehou deur Akte van Transport T58466/1992, synde Jacksonstraat 72, Brackenhurst-uitbreiding 1.

Verbeterings soos hieronder beskryf is nie gewaarborg nie:

*Geboue en verbeterings:* 'n Huis met ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers een met 'n stort en kombuis. *Buitegeboue:* Dubbelmotorhuis en motorafdak.

*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 14de dag van September 1995.

J. Meiring, vir Van de Venter, Mering Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Verw. S. Pitchers/Z21887.)

Case 32113/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Da Silva, Antonio Humberto Rodrigues**, First Defendant, and **Da Silva, Anna Paula**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 13 April 1994 will be sold in execution on Tuesday, 24 October 1995 at 10:00, at the Deputy Sheriff's offices at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Erf 2002, Mayberry Park Township, Registration Division IR, Transvaal, in extent 1 076 (one thousand and seventy-six) square metres, situated at 8 Garingboom Street, Mayberry Park, Alberton.

*The following improvements are reported to be on the property, but nothing is guaranteed:* Residence, single-storey dwelling, detached.

Walls: Bricks and plaster.

Roof: Tiles.

Floor: Fitted carpets and tiles.

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

Outbuildings: Toilet.

Boundary: Concrete and brick walls.

Improvements: Walling, paving and pergola.

*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, Deputy Sheriff, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4; 336-3921/2/3.) (Ref. Mr Steyn/836.) (Docex: DX.571.)

Case 4980/95  
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 **Collins, Zeno Clint**, First Execution Debtor, and **Collins, Shanita Ellen**, 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 131 Marshall Street, Johannesburg, on 2 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 14, situated in the Township of Forest Hill, Registration Division IR, Transvaal, being 14 Corner Street, Forest Hill, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, pantry, two bedrooms, bathroom with outbuildings with similar construction comprising of 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 12th 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/C.247.)

Case 19195/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Patel, Natwarlal Lalloobhai**, 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 2 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 981, situated in the Township of Winchester Hills Extension 3, Registration Division IR, Transvaal, being 10 Veronica Street, Winchester Hills Extension 3, Johannesburg, measuring 1 300 (one thousand three hundred) square metres.

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

A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, pantry, prayer area and dressing room, five separate toilets and showers, five bedrooms, bathroom with outbuildings with similar construction comprising of two carports 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 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, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.305.)

Case 1809/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Featherstone, Jeanine Anne**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 27 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Erf 175, situated in the Township of Petervale Extension 4, Registration Division IR, Transvaal, being 20 Herbert Street, Petervale Extension 4, Bryanston, measuring 1 027 (one thousand and twenty-seven) square metres.

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

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

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 R100 (one hundred rand).

Dated at Johannesburg on this 12th 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/F.129.)

Case 18196/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van Vilet, Willem Anne**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Randburg, on 31 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Section 11, as shown and more fully described on Sectional Plan SS.50/86 in the scheme known as Castle Hill, situated in the Township of Windsor, being Flat 11, Castle Hill, Countesses Avenue, Windsor, Randburg.

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, measuring 84 (eighty-four) square metres.

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

A simplex flat with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, bedroom, bathroom with outbuildings with similar construction comprising of carport. The common property comprising of servant's room, three servants' toilets, 48 garages, 16 carports and two swimming-pools.

**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 12th 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/VA.352.)

Saak 12674/95

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Marius Petrus Botha**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 3 Augustus 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Randburg, op 24 Oktober 1995 om 10:00, te Elna Randhof 9, hoek van Selkirklaan en Blairgowrie Rylaan, Blairgowrie, Randburg, verkoop:

Sekere Erf 170, Olivedale-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, beter bekend as Paulastraat 9, Olivedale-uitbreiding 2, Randburg, groot 1 650 (eenduisend seshonderd-en-vyftig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, TV-kamer, twee motorhuise, bediendekamer en 'n swembad.

Die koper moet 'n deposito van (10%) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelasting 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 Elna Randhof 9, hoek van Selkirklaan en Blairgowrie Rylaan, Blairgowrie, Randburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF0552).]

Case 8629/95  
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 **Radebe, Mxolisi Joseph**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 27 October 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 10475, situated in the Township of KwaThema, Registration Division IR, Transvaal, being 10475 Madikana Street, KwaThema, measuring 294 (two hundred and ninety-four) square metres.

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

**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 fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 5th day of September 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.253.)

Case 66663/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Harry Neville Wilson**, Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 26 October 1995 at 10:00:

Portion 2 of Erf 1527, in the Township of Pretoria, Registration Division JR, Transvaal, measuring 467 (four hundred and sixty-seven) square metres, known as 232 Court Street, Pretoria West.

Particulars are not guaranteed.

Dwelling has been equipped for use of offices. Area measuring 241 square metres.

Inspect conditions at Sheriff Pretoria West, 607 Olivetti Building, 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-451224(419286)/JAA/M. Oliphant.]

Case 13909/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Frans Antonie Immelman**, First Defendant, and **Hester Elizabeth Immelman**, Second Defendant, and **De Novo Konstruksie BK**, Third Defendant

A sale in execution will be held on Friday, 27 October 1995 at 10:00, by the Sheriff for the Supreme Court, Thabazimbi, in front of the Magistrate's Court, Fourth Avenue, Thabazimbi, of:

The following three properties shall be auctioned separately, and thereafter as a unit, and if bids are made on both formats such bids shall be considered, whereafter a bid shall be accepted:

1. Portion 1, Fairview, of the farm Vogelstruisfontein 32, Registration Division KQ, Transvaal, measuring 551,6066 hectares.
2. Portion 1 of the farm Brakbult 31, Registration Division KQ, Transvaal, 738,6178 hectares.
3. Portion 1 of the farm Bushmanskraal 33, Registration Division KQ, Transvaal, groot 765,6532 hectares.

Known as:

1. Portion 1, Fairview, of the farm Vogelstruisfontein 32.
2. Portion 1 of the farm Brakbult 31.
3. Portion 1 of the farm Bushmanskraal 33, all adjoining farms situated in the District of Thabazimbi.

Improvements comprises of the following but, particulars are not guaranteed:

1. Borehole and cement dam.
2. *Dwelling*: Lounge, dining-room, kitchen, bathroom and three bedrooms. *Outbuildings*: Three store-rooms and cool-room, borehole and cementdam.

3. *Dwelling*: Lounge, dining-room, kitchen, four bedrooms and two bathrooms and two outbuildings for staff.

Inspect conditions at Sheriff for the Supreme Court, Thabazimbi, 61 Van der Bijl Street, Thabazimbi.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N4/409353(a)/JAA/M. Oliphant.]

Saak 25119/92

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Hendrik Johannes Muntingh Hamman**, Verweerder

'n Verkoop in eksekusie word gehou te Balju Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord, op 27 Oktober 1995 om 11:00, van die volgende vaste eiendom:

Gedeelte 18 ('n gedeelte van Gedeelte 15), van die plaas Witfontein 301, Registrasieafdeling JR, Transvaal, groot 9,8469 hektaar, gehou kragtens Akte van Transport T7100/1980.

Die eiendom is gesoneer vir woon- en landbouoedoeleindes en is verbeter met die oprigting van 'n woonhuis met sink staandak met vyf slaapkamers, sitkamer, eetkamer, badkamer en kombuis. Die sit- en eetkamervloere het blokkiesvloere en die slaapkamers het volvloermatte. Daar is verskeie buitegeboue, garage, bediendekamer en toilet.

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

Besigtig verkoopvoorwaardes by Balju Wonderboom, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meulen), ou Warmbadpad, Bon Accord.

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

Saak 2557/95

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Michael Sanaha Chokoe**, Eerste Verweerder, en **Noko Florence Chokoe**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 13 Maart 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 26 Oktober 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

**Sekere:** Alle reg, titel en belang in die huurpag ten opsigte van Erf 326, Esiziba-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit kombuis, eetkamer, twee slaapkamers, badkamer en toilet.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0307).]

Saak 8855/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Masenyani Watson Shilumani**, Eerste Verweerder, en **Tintswalo Alice Shilumani**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Tzaneen, voor die Landdroskantoor te Morganstraat, Tzaneen, op 27 Oktober 1995 om 10:30, van:

Erf 938, in die dorpsgebied Tzaneen-uitbreiding 12, Registrasieafdeling LT, Transvaal, groot 1 668 vierkante meter, gehou kragtens Akte van Transport T87896/94, beter bekend as Koos Nelstraat 31, Tzaneen.

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

**Verbeterings:** 'n Baksteenwoonhuis met metaaldak, volvloermatte en keramiekteëlvloere, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, opwaskamer, drie slaapkamers en twee badkamers. **Buitegeboue:** Dubbelmotorhuis, toilet en twee stoorkamers.

Besigtig voorwaardes by Balju, Tzaneen, te Grensstraat 50, Tzaneen.

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

Case 4561/90

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

In the matter between **United Building Society Limited**, Plaintiff, and **Frederick Gladstone Ellerbeck**, Defendant

A sale in execution will be held on Thursday, 26 October 1995 at 10:00, by the Sheriff for Pretoria West, at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Remaining Extent of Erf 124, situated in the Town Claremont (Pretoria), Registration Division JR, Transvaal, in extent 1 632 square metres, known as 1095 Boekenhoutkloof Street, Claremont.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, laundry, single garage, staff room and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-387526/JAA/J. S. Herbst.)

Case 45139/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Sarah Maria Rogers**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 26 October 1995 at 10:00, of:

Erf 2401, Danville Township, Registration Division JR, Transvaal, measuring 694 square metres, known as 104 Delaney Street, Danville.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, store-room, single garage, staff room and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-443619/JAA/J. S. Herbst.)

Saak 25418/94

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Jones, Arthur Robert**, Eerste Verweerder, en  
**Jones, Debra**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 24 Oktober 1995 om 10:00, van die ondergemelde eiendom van die Verweerder(s) wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, voor die verkoping ter insae sal lê:

**Sekere:** Erf 3027, Brackenhurst-uitbreiding 2-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, gehou deur Arthur Robert Jones en Debra Jones onder Akte van Transport T42386/93, bekend as Jakkalsstraat 5, Brackenhurst-uitbreiding 2, Alberton, groot 1 500 vierkante meter.

**Sonering:** Residensiële.

**Spesiale gebruiksvergunnings en voorwaardes:** Geen.

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

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

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

Indien hierdie verkoping ter enige tyd na die 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 kansellering nie.

Gedateer te Alberton op hede die 18de dag van September 1995.

Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, Posbus 6, Alberton, p.a. Docex 216, 84 Presidentstraat, Johannesburg. (Verw. N2786/EU/PP.)

Saak 2349/95

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Green, Anthony Mark**, Eerste Verweerder, en  
**Green, Santa**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 24 Oktober 1995 om 10:00, van die ondergemelde eiendom van die Verweerder(s) wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, voor die verkoping ter insae sal lê:

**Sekere:** Erf 3010, Brackenhurst-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Anthony Mark Green en Santa Green onder Akte van Transport T44942/93, bekend as Koedoestraat 37, Brackenhurst-uitbreiding 2, Alberton, groot 1 800 vierkante meter.

**Sonering:** Residensiële.

**Spesiale gebruiksvergunnings en voorwaardes:** Geen.

**Verbeterings:** Hoofgebou bestaande uit teëldak met siersteen mure bestaande uit ingangsportaal, kombuis, sitkamer, eetkamer, TV-kamer, vier slaapkamers, aantrekkamer, waskamer, opwaskamer, 2½ badkamers, twee storte en drie toilette. **Buitegeboue:** Bediendekamer, toilet en swembad.

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

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

Indien hierdie verkoping ter enige tyd na die 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 kansellering nie.

Gedateer te Alberton op hede die 18de dag van September 1995.

Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, Posbus 6, Alberton, p.a. Docex 216, 84 Presidentstraat, Johannesburg. (Verw. N2941/EU/PP.)

Saak 32613/94

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**  
(Witwatersrand Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Erf 1256, Meyersdal CC**, Eerste Verweerder, en  
**Smit, Michiel Willem Andries**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 24 Oktober 1995 om 10:00, van die ondergemelde eiendom van die Verweerder(s) wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, voor die verkoping ter insae sal lê:

**Sekere:** Erf 1256, Meyersdal-uitbreiding 14-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Erf 1256, Meyersdal CC (No. CK04124/23) onder Akte van Transport T21563/91, bekend as Daan Dippenaarstraat 17, Meyersdal-uitbreiding 14, Alberton, groot 1 276 vierkante meter.

**Sonering:** Residensieel.

**Spesiale gebruiksvergunninge en voorwaardes:** Geen.

**Verbeterings:** Onverbeterde lê standplaas.

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

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

Indien hierdie verkoping ter enige tyd na die 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 kansellering nie.

Gedateer te Alberton op hede die 18de dag van September 1995.

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

Saak 1677/94

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

In die saak tussen **Nigel Top Travel**, Eiser, en **Jacobs, Phillip**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 27 September 1994 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 3 November 1995 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 64, Alrapark, Nigel, ook bekend as Quincelaan 23, Alrapark, Nigel.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter insae lê en behels onder andere die volgende:

1. 10% (tien persent) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Nigel op hede die 14de September 1995.

Brits Pretorius Kruger & Coetzer Inc., Tweede Laan 35, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. GB/N1125.)

**KENNISGEWING VAN GEREGETELIKE VERKOPING**

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur **Nedcor Bank Bepark**, verkry sal 'n verkoping sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 27 Oktober 1995 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

**Saak 14505/94.**

**Vonniskuldenaar:** S. E. M. de Haas, Verweerder.

**Eiendom:** Resterende gedeelte van Erf 1085, Pretoria-Noord, Registrasieafdeling JR, Transvaal, beter bekend as Danie Theronstraat 203, Pretoria-Noord.

**Groot:** 1 496 (een vier nege ses) vierkante meter.

**Gehou:** Kragtens Akte van Transport T71015/93.

**Beskrywing:** Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, eetkamer, studeerkamer en badkamer. Bediende kwartiere, dubbele motorhuis en motorafdak. Die eiendom is omhein met voorafvervaardigde betonmure en geplaveide motorprit.

Verw: E. Goosen/496/94.

**Saak 22589/92.**

Vonnisskuldenaar: P. J. Vermeulen, Verweerder.

Eiendom: Erf 430, Theresapark-uitbreiding 1, Registrasieafdeling JR, Transvaal, beter bekend as Barbarastraat 921, Theresapark-uitbreiding 1.

Groot: 1 000 (een nul nul nul) vierkante meter.

Gehou: Kragtens Akte van Transport T46586/1984.

Beskrywing: Onverbeterde perseel.

Verw: E. Goosen/281/94.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die 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 30 (dertig) dae na datum van die verkoping verstrek te word.

Afslaaersgelde, betaalbaar op die datum van verkoping, word soos volg bereken: 5% (vyf persent) van die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand), daarna 3% (drie persent) tot op 'n maksimum fooi van R6 000 (sesduisend rand). Minimum kostes R1 000 (eenduisend rand).

Die koper moet afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnisskuldeiser.

Geteken te Pretoria op hierdie 27ste dag van September 1995.

Coetzee Prokureurs, 15de Verdieping, S.A.L.U-gebou, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. E. Goosen.)

**Saak 19831/94**

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

In die saak tussen **Martha Eithel Violet Mostert**, voorheen Lues, Eiser, en **Gert Stephanus van Wyk Mostert**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 4 November 1994 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Barberton, op 27 Oktober 1995 om 10:00, te voor die hoofingang van die Landdroshof, Barberton, verkoop:

Sekere Gedeelte 13 van die plaas Mount Olive 528, Registrasieafdeling JT, Transvaal, groot 21,4133 (een-en-twintig komma vier een drie drie) hektaar.

Die eiendom is verbeter en bestaan uit twee slaapkamers, kombuis, badkamer, sit- en eetkamer, dubbelmotorhuis, gereedskapskamer, stoorkamer en hoenderhokke.

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 Barberton voor die hoofingang van die Landdroshof, Barberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. mnr. De Klerk/ns/SA0340/M32.)

**Case 9949/93**

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

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

In pursuance of a judgment of 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, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain Erf 529, Palm Ridge Township, Registration Division IR, Transvaal, 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 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, Alberton.

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. [Tel. 917-5631.] (Ref. N00335/Mrs Kok.)

C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 01797/95  
PH 411IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, t/a Allied Bank, Plaintiff, and **Brain Vikweni Sokutu**, First Defendant, and **Nomakhwezi Florence Sokutu**, Second Defendant

In execution of a judgment of the above Honourable Court dated 24 February 1995, and writ of execution, the following property will be sold in execution on 26 October 1995 at 10:00, by the Sheriff of Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

*Erf:* Portion 1 of Erf 475, Kensington Township, and Portion 1 of Erf 477, Kensington Township, Registration Division IR, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held by Deed of Transfer T16013/1994, situated at 50 Kitchener Avenue, Kensington.

The price is subject to confirmation in terms of clause 16 of the conditions of sale.

*The property consists of:* Entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c./shower, kitchen and outbuildings consisting of garage, two servants' rooms and carport.

*Terms and conditions:*

*Terms:* The purchase price shall be 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 10 (ten) days from date of sale by means of a bank or building society guarantee.

*Conditions:* The full conditions of sale which will be read out by the Sheriff of Johannesburg East, prior to the sale, may be inspected at the offices of the Sheriff, 131 Marshall Street, Johannesburg.

Signed at Johannesburg on this 26th day of September 1995.

Smit & Maritz, Attorneys for Plaintiff, First Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/cb/A 255.)

Saak 1101/95

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

In die saak tussen **ABSA Bank — United**, Eiser, en **Willem Janse van Vuuren**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 3 Augustus 1995, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Oos, op 25 Oktober 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Verdistraat 665, Erasmuskloof-uitbreiding 3, Pretoria, en word omskryf as Erf 361, Erasmuskloof-uitbreiding 3, Registrasieafdeling JR, Transvaal, groot 2 300 (twee duisend driehonderd) vierkante meter, gehou kragtens Akte van Transport T73291/93.

Die eiendom bestaan na bewering, maar sonder waarborg uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met stort en aparte toilet met stort.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Oos.

Geteken te Pretoria hierdie 22ste dag van September 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 332-8780) (Verw. mev. De Villiers/T2156.)

Case 49649/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Gerhard Johannes Potgieter**, First Defendant, and **Elizabeth Maria Potgieter**, Second Defendant

A sale in execution will be held on 25 October 1995 at 10:00, at 142 Struben Street, Pretoria, of Erf 981, situated in the Township of The Reeds Extension 10, Registration Division JR, Transvaal, measuring 1 040 square metres, known as 10 Heron Street, The Reeds Extension 10.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, tiled roof, brick walls, fitted carpets, tiles, lounge/dining-room, kitchen, two bedrooms, bathroom, w.c., fenced, brick walls, concrete walls, brick paving and carport.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria South, at Plot 83, Lyttelton Agricultural Holdings, Verwoerdburg.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1375.)

Case 9888/94  
PH 136IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Crane, Gillian Lee**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Pretoria South, at the salesrooms of the Sheriff, at 142 Struben Street, Pretoria, 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, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Pretoria South, at Edenpark, Plot 83, Lyttelton Agricultural Holdings, Verwoerdburgstad:

Portion 25 (a portion of Portion 3) of the farm Diepsloot 388, Registration Division JR, Transvaal, situated at Plot 25, Partridge Road, Diepsloot, measuring 9,0862 (nine comma zero eight six two) hectares, held under Deed of Transfer T25981/93.

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

**Main building:** Kitchen, pantry, entrance hall, lounge, dining-room, four bedrooms and two bathrooms.

**Outbuildings:** Two cottages each consisting of kitchen, two rooms and bathroom, one cottage consisting of one room, kitchen and bathroom, servants' quarters, stables, double garage, boreholes and swimming-pool.

**Zoning:** Agricultural Holdings.

**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.

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). Minimum charge R200 (two hundred rand).

Dated on this 26th day of September 1995.

C. B. McEwan, Plaintiff's Attorney/s, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6C488.)

Case 19472/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lord, Anthony John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Krugersdorp, at Ockerse and Rissik Streets, Klaburg Court 22B, Krugersdorp, on Wednesday, 25 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 1685, Krugersdorp Township, Registration Division IQ, Transvaal, situation 86 Burger Street, Krugersdorp, area 248 (two hundred and forty-eight) square metres.

**Improvements (not guaranteed):** Three bedrooms, bathroom, two other rooms and kitchen.

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

Dated at Johannesburg on this the 18th day of September 1995.

Maisels Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4922E/mgh.)

Saak 04505/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)**Saambou Bank Beperk versus Nikiwe Rosy Molabo**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 17 Maart 1992, sal die volgende eiendom op 31 Oktober 1995 om 10:00, deur die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace, New Redruth, per publieke veiling verkoop word:

Erf 2629, Spruitview-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Erf 2629, Spruitview-uitbreiding 1, met alle verbeteringe daarop synde sitkamer, eetkamer, drie slaapkamers, badkamer/toilet en kombuis.

**Terme:** 10% (tien persent) van die koopprijs in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bouverenigingwaarborg gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

**Datum:** 28 September 1995.

Otto Hayes, St Albanstraat 34, Brixton.

Saak 10473/93

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

**Saambou Bank Beperk versus Nicolaas Johannes Hendrik Grobler van Dyk**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 20 Julie 1993, sal die volgende eiendom op 27 Oktober 1995 om 11:15, deur die Balju, Leeuwpoortstraat 182, Boksburg, per publieke veiling verkoop word:

Gedeelte 175, van Erf 185, Klippoortjelandbouhoewes-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Tongrisweg 35, Talbotpark, Boksburg, met alle verbeteringe daarop synde sitkamer, eetkamer, drie slaapkamers, badkamer/stort/toilet, kombuis, motorhuis en toilet/stort.

**Terme:** 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bouverenigingwaarborg gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

**Datum:** 28 September 1995.

Otto Hayes, St Albanstraat 34, Brixton.

Case 40553/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Lelize Fourie**, Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 26 October 1995 at 10:00:

(a) Unit 40, as shown on Sectional Plan SS87/1980, in the building Beswill, situated at Erf 832, Pretoria Gardens, Local Authority: City Council of Pretoria, measuring 59 square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST78340/93, dated 5 October 1993, known as Flat 205, Beswill, 295 Elsa Street, Pretoria Gardens.

Particulars are not guaranteed: Flat: Lounge/dining-room, kitchen, bedroom with enclosed balcony and bathroom.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, 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-443638/JAA/M. Oliphant.)

Saak 21033/95

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

In die saak tussen **Die Beheerliggaam van Burgers Place**, Eiser, en **Zebulon Moloko Mongalo**, Verweerder

Ter eksekusie van 'n vonnis in die Landdroshof van Pretoria, gehou te Pretoria, in bogemelde saak gedateer 28 April 1995, sal 'n verkoping plaasvind onderhewig aan die bepalings van artikel 66 van Wet No. 32 van 1944, van die ondervermelde eiendom van die Verweerder op Dinsdag, 31 Oktober 1995 om 10:00, te N G Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Deel 23, soos getoon en vollediger beskryf op Deelplan SS100/80, in die skema bekend as Burgers Place, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 8 van Erf 724, Pretoria-dorpsgebied, in die Plaaslike Owerheidsgebied, van die Sentrale Pretoria Metropolitaanse Substruktuur;

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken;

Groot 58 (agt-en-vyftig) vierkante meter, gehou kragtens Akte van Transport ST83215/1993, ook bekend as Burgers Place 802, Van der Waltstraat 417, Pretoria.

Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee kan word nie: Een slaapkamerwoonstel met Onderdakparkering No. 22.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae by die kantore van die Balju, Pretoria Sentraal.

Geteken te Pretoria op die 22ste dag van September 1995.

Bloch Gross & Genote, Prokureurs vir Eiser, Sesde Verdieping, Kerkplein 28, Pretoria. (Tel. 328-3550.) (Verw. mnr. Serfontein WVN P2207/09.)

Case 8944/95  
PH 135

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

In the matter between **Liberty Life Association of Africa Limited**, Plaintiff, and **Gumede, Johannesburg**, Defendant

1. 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 Sheriff's office at 22B Ockerse Street, Klaburn Court, Krugersdorp, on 25 October 1995, on the conditions read out by the auctioneer at the office of the Sheriff, 22B Ockerse Street, Klaburn Court, Krugersdorp, prior to the sale, of the undermentioned property situated at 10710 Kagiso Extension 6, being Krugersdorp Township, Registration Division IQ, Transvaal, measuring 350 (three hundred and fifty) square metres, held by Certificate of Registered Grant of Leasehold TL18675/1990, which is zoned as residential and consists of (not guaranteed): A dwelling, a brick house (windows and roof have been removed).

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand).

2.2.2 Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 20th September 1995.

Hofmeyr Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. A. Lamprecht/GNH.)

**Saak 14145/95**

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Khami Johannes Sithole**, Eerste Verweerder, en **Johanna Sithole**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 27 Oktober 1995 om 11:00, van:

Erf 1162, geleë in die dorpsgebied Theresapark-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 887 vierkante meter, gehou kragtens Akte van Transport T102974/94, beter bekend as Ietermagogstraat 19, Theresapark).

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

**Verbeterings:** 'n Baksteenwoonhuis met teëldak, volvloermatte en keramiekteëlvloere, bestaande uit 'n sitkamer, eetkamer, studeerkamer, kombuis, opwaskamer, drie slaapkamers en twee badkamers met bad en toilet.

**Buitegeboue:** Twee motorhuise.

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

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

**Case 18087/95**

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Pydiah, Nathan Frank**, First Defendant, and **Pydiah, Yogambal**, Second Defendant

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

Erf 715, Palm Ridge Township, Registration Division IR, Transvaal, measuring 805 (eight hundred and five) square metres, situated at 61 Combretum Drive, Palm Ridge Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, bedroom, bathroom and toilet.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 18th 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. P45872/SC.)

**Case 25985/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matsitse, Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Sheriff's Office, 40 Park Street, Randfontein, on 27 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Office, 40 Park Street, Randfontein, prior to the sale:

Erf 3551, Mohlakeng Township, Registration Division IQ, Transvaal, measuring 236 (two hundred and thirty-six) square metres, situated at Erf 3551, Mohlakeng Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, dining-room, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 15th 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. M28709/PC.)

**Case 13624/95**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Oliver, Jonathan Dudley**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at 8 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on 24 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 8 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, prior to the sale:

Portion 1 of Erf 202, Bromhof Extension 12 Township, situated at 202 Bokmakierie Road, Bromhof Extension 12 Township, Registration Division IQ, Transvaal, measuring 774 (seven hundred and seventy-four) 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, two bedrooms, dressing room, bathroom and toilet.

**Outbuilding:** Toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 7th day of September 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. O60155/AB.)

**Saak 793/94**

# IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Willem Jacobus Farmer**, Eerste Verweerder, en **Matilda Doreen Farmer**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, 31 Oktober 1995 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Noordoos, gehou by die N G Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Erf 4714, Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 338 (driehonderd agt-en-dertig) vierkante meter, gehou kragtens Akte van Transport T30529/89, onderhewig aan al sodanige voorwaardes as wat in gemelde akte vermeld staan of na verwys word.

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

**Straatadres:** Heliumstraat 571, Eersterust.

**Verbeteringe:** Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

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

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

**Voorwaardes:** Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Pretoria-Noordoos, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Pretoria Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria op die 22ste dag van Augustus 1995.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S460/RE.)

Saak 11419/95

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Kgomo Cheune Peter**, gebore op 68-02-18, Eerste Verweerder, en **Kgomo Legodimo Phillistus**, Identiteitsnommer 7209290368083, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Thabamopo, Chuenespoort, te Lebowakgomo Landdroskantoor op 27 Oktober 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Thabamopo, te No. 2304, Eenheid A Lebowakgomo, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Eenheid A1927, in die dorpsgebied Lebowakgomo, distrik Thabamopo, Registrasieafdeling Thabamopo, Transvaal, groot 450 (vierhonderd en vyftig) vierkante meter, gehou kragtens Akte van Toestemming No. 707/91.

Hierdie eiendom is geleë te Zonastraat 1927, Eenheid A, Lebowakgomo, Thabamopo.

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

*Buitegeboue:* Motorhuis.

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

*Terme:*

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

Gedateer te Pretoria op hierdie 27ste dag van September 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A1994.)

Saak 45656/95

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Oberholzer Pieter Magiel**, Identiteitsnommer 5908045043089, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 26 Oktober 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1340, Danville-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 694 (seeshonderd vier-en-negentig) vierkante meter, gehou kragtens Akte van Transport T87262/92.

Hierdie eiendom is geleë te Buchlerstraat 223, Danville, Pretoria.

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

*Buitegeboue:* Bediendekamer en toilet.

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

*Terme:*

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

Gedateer te Pretoria op hierdie 27ste dag van September 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2094.)

Case 13471/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and Olivier; Theodore, 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 for Roodepoort, at the offices of the Sheriff of the Supreme Court for Roodepoort, 182 Progress Avenue, Technikon, 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 will lie for inspection at the offices of the Sheriff of the Supreme Court for Roodepoort at the offices of the Sheriff of the Supreme Court for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Certain Portion 51 of Erf 967, Little Falls Extension 2 Township, Registration Division IQ, Transvaal, situated at 51 Gorge Street, Little Falls Extension 2, Roodepoort, measuring 490 square metres, held under Deed of Transfer T17096/1992.

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

A brick-dwelling with tile roof, consisting of entrance hall, lounge, family room, dining-room, kitchen, scullery, four bedrooms, bathroom, two showers, three toilets, double garage.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

M. J. Boyce for Cloete & Boyce, Plaintiff's Attorneys, 16 Sixth Avenue, Lower Houghton, P.O. Box 9030, Johannesburg, 2000. (Fax. 728-2020.) (Tel. 483-3416.)

Case 15032/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Van der Nest, Sonia**, 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 for Krugersdorp at the offices of the Sheriff of the Supreme Court for Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 18 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 will lie for inspection at the offices of the Sheriff of the Supreme Court for Krugersdorp, at the offices of the Sheriff of the Supreme Court for Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, prior to the sale:

Certain Portion 10 (a portion of Portion 1) of the farm 246 Luipaardsvlei, Registration Division IQ, Transvaal, situated at Plot 20, Lancaster East, Krugersdorp, measuring 4 954 square metres, held by Deed of Transfer T9325/92.

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

A double-storey dwelling-house, consisting of lounge, family room, dining-room, study, kitchen, five bedrooms, two bathrooms, shower, three toilets, carport, servants' quarters, laundry, store-room, playroom.

**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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

M. J. Boyce for Cloete & Boyce, Plaintiff's Attorneys, 16 Sixth Avenue, Lower Houghton, P.O. Box 9030, Johannesburg, 2000. (Tel. 483-3416.)

Case 15674/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jacobus Petrus de Wet**, First Defendant, and **Johanna Susanna de Wet**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, Theo Building, Murray Avenue, Brits, on Friday, 27 October 1995 at 08:30:

Full conditions of sale can be inspected at the Sheriff, Brits 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 2938, in the Town Brits Extension 19, Registration Division JQ, Transvaal, 7 Steenbok Street, Brits.

**Improvements:** Single-storey, two bedrooms, kitchen, lounge, bathroom, dining-room, carport.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. B. du Plooy/LVDM/GT2624.)

Case 16826/94  
PH 158

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

In the matter between **Bank of Lisbon International Limited**, Plaintiff, and **Cerritelli, Franco**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale, with the reserve prices as set out below, will be held by the Sheriff of the Supreme Court, Delmas, at the Magistrate's Court, Dolomite Street, Delmas, on Friday, 27 October 1995 at 09:00, of the undermentioned property/ies on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Sheriff, prior to the sale:

1. Erf 1252, a reserve price of R19 150,22, which reserve price includes assessment rates and municipal charges, plus interest thereon levied by the Delmas Town Council up to 31 October 1995.

2. Erf 1253, a reserve price of R17 095,19, which reserve price includes assessment rates and municipal charges, plus interest thereon levied by the Delmas Town Council up to 31 October 1995.

3. Erf 1254, a reserve price of R21 950,48, which reserve price includes assessment rates and municipal charges, plus interest thereon levied by the Delmas Town Council up to 31 October 1995.

4. Erf 1255, a reserve price of R27 099,36, which reserve price includes assessment rates and municipal charges, plus interest thereon levied by the Delmas Town Council up to 31 October 1995.

5. Erf 1257, a reserve price of R28 093,00, which reserve price includes assessment rates and municipal charges, plus interest thereon levied by the Delmas Town Council up to 31 October 1995.

6. Erf 1259, a reserve price of R20 685,84, which reserve price includes assessment rates and municipal charges, plus interest thereon levied by the Delmas Town Council up to 31 October 1995.

7. Erf 1260, a reserve price of R22 966,72, which reserve price includes assessment rates and municipal charges, plus interest thereon levied by the Delmas Town Council up to 31 October 1995.

8. Erf 1261, a reserve price of R22 966,72, which reserve price includes assessment rates and municipal charges, plus interest thereon levied by the Delmas Town Council up to 31 October 1995.

9. Erf 1262, a reserve price of R22 966,72, which reserve price includes assessment rates and municipal charges, plus interest thereon levied by the Delmas Town Council up to 31 October 1995.

10. Erf 1263, a reserve price of R22 853,79, which reserve price includes assessment rates and municipal charges, plus interest thereon levied by the Delmas Town Council up to 31 October 1995.

*Short description of property, situation and street number:*

1. Erf 1252, Delmas Extension 14 Township, Registration Division IR, the Province of Eastern Transvaal, measuring 3 333 (three thousand three hundred and thirty-three) square metres, situated at 16 Puma Street, Delmas.

2. Erf 1253, Delmas Extension 14 Township, Registration Division IR, the Province of Eastern Transvaal, measuring 2 975 (two thousand nine hundred and seventy-five) square metres, situated at 14 Puma Street, Delmas.

3. Erf 1254, Delmas Extension 14 Township, Registration Division IR, the Province of Eastern Transvaal, measuring 3 822 (three thousand eight hundred and twenty-two) square metres, situated at 12 Puma Street, Delmas.

4. Erf 1255, Delmas Extension 14 Township, Registration Division IR, the Province of Eastern Transvaal, measuring 4 720 (four thousand seven hundred and twenty) square metres, situated at 3 Viscount Avenue, Delmas.

5. Erf 1257, Delmas Extension 14 Township, Registration Division IR, the Province of Eastern Transvaal, measuring 4 893 (four thousand eight hundred and ninety-three) square metres, situated at 18 Diamond Street, Delmas.

6. Erf 1259, Delmas Extension 14 Township, Registration Division IR, the Province of Eastern Transvaal, measuring 3 600 (three thousand six hundred) square metres, situated at 4 Viscount Avenue, Delmas.

7. Erf 1260, Delmas Extension 14 Township, Registration Division IR, the Province of Eastern Transvaal, measuring 4 000 (four thousand) square metres, situated at 6 Viscount Avenue, Delmas.

8. Erf 1261, Delmas Extension 14 Township, Registration Division IR, the Province of Eastern Transvaal, measuring 4 000 (four thousand) square metres, situated at 8 Viscount Avenue, Delmas.

9. Erf 1262, Delmas Extension 14 Township, Registration Division IR, the Province of Eastern Transvaal, measuring 4 000 (four thousand) square metres, situated at 10 Viscount Avenue, Delmas.

10. Erf 1263, Delmas Extension 14 Township, Registration Division IR, the Province of Eastern Transvaal, measuring 3 976 (three thousand nine hundred and seventy-six) square metres, situated at 12 Viscount Avenue, Delmas.

All held by virtue of Deed of Transfer T44388/92.

The following information is furnished with regard to the improvements, though in this respect nothing is guaranteed:

*Note:* All erven are unimproved, vacant land.

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

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

5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 27th day of September 1995.

A. A. J. Berlowitz, for Berlowitz Cross & Associates, Plaintiff's Attorneys, First Floor, UHDE House, 5 St David's Place, Parktown; P.O. Box 3130, Johannesburg, 2000. (Tel. 484-7745.) (DX 185.) (Ref. Mr Berlowitz/dl/759.)

**Case 14155/95**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Simon Ntshouelo Nkuna**, Defendant

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

Full conditions of sale can be inspected at the Notice Board at the Magistrate's Court Kabokweni and enquiries at Sheriff Nsikazi at Tel. (01311) 4-9161, and will be read out prior to the sale.

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

*Property:* Site 991C, in the Township of Matsulu C, District of Nsikazi.

*Improvements:* Lounge, two bedrooms, bathroom and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2553.)

Case 10141/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gerrit Christoffel Jacobs**, First Defendant, and  
**Christina Carolina Engelbrecht Jacobs**, Second Defendant

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

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

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

*Property:* Erf 895, situated in the Township of Bronkhorstspuit Extension 1, Registration Division JR, Transvaal, known as 35 Gembok Street, Bronkhorstspuit Extension 1.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2493.)

Case 7921/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Brian Alexander Grant**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff, 142 Struben Street, Pretoria, on Wednesday, 25 October 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff Pretoria South, Edenpark, Plot 83, Lyttelton Agricultural Holdings, Verwoerdburgstad and will be read out prior to the sale.

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

*Property:* Portion 200 (portion of Portion 171) of the farm Diepsloot 388, Registration Division JR, Transvaal, and Portion 201 (portion of Portion 171) of the farm Diepsloot 388, Registration Division JR, Transvaal.

*Improvements:* Bedroom, bathroom, other room (although only a one bedroom home, the bedroom and lounge/dining-room/kitchen is large and open plan).

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2424.)

Case 15042/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Steven Charles van der Merwe**, First Defendant, and  
**Anna-Marie van der Merwe**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at 34 Allenby Road, Witbank Extension 1, on Friday, 27 October 1995 at 09:30:

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

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

*Property:* Erf 354, Witbank Extension 1 Township, Registration Division JS, Transvaal.

*Improvements:* Two bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2608.)

Case 14933/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jabu Jacob Mnisi**, First Defendant, and **Thandi Eunice Mnisi**,  
Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff Standerton, 17 Caledon Street, Standerton, on Wednesday, 1 November 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff Standerton 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 2816, situated in the town Sakhile, Registration Division IS, Transvaal.

*Improvements:* Single storey, three bedrooms, kitchen, lounge, bathroom, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2601.)

Case 8356/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lorenzo Swart**, First Defendant, and **Catharina Magdalena Swart**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at 2 Allenby Street, Witbank, on Friday, 3 November 1995 at 09:30:

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

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

*Property:* Erf 403, Witbank Extension Township, Registration Division JS, Transvaal.

*Improvements:* Single storey, three bedrooms, bathroom, sep. toilet, family room, dining-room, lounge, kitchen and double garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2425.)

Case 33910/94  
PH 2

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

In the matter between **NBS Bank Limited**, Defendant, and **Kahan, Ryan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, on 26 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, Johannesburg East, 131 Marshall Street, Johannesburg:

The following information is furnished regarding the improvements (though in this respect nothing is guaranteed): Single storey unit consisting of lounge, dining-room, kitchen, two bedrooms, two bathrooms, two showers, toilet, including common property pool, garden, drying area, parking, intercom.

*Being:* Section 10, Highwoods, Highlands North, situated at Flat 10, Highwoods, Hamlin Street, Highlands North, measuring 100 square metres, Registration Division, Johannesburg, Local Authority Transvaal, held by the Defendant under Title Deed ST43035/94.

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

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

Dated at Randburg this 8th 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/sc.)

Case 27127/94  
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Pienaar, Maria Magdalena**, 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 Salesroom, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 20 October 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 3170, Witpoortjie Extension 28 Township, Registration Division IQ, Transvaal, measuring 744 m<sup>2</sup>, held by the Defendant under Deed of Transfer T34979/1993, being 70 Nantes Street, Witpoortjie Extension 28.

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

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

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

Dated at Johannesburg this 8th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1101/WRFCLS/Mr Brewer/djl.)

Case 17507/95  
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Hohne, Dennis Percy**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 22B Ockerse Street, Krugersdorp, on Wednesday, 25 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 3353, Noordheuwel Extension 4 Township, Registration Division IQ, Transvaal, measuring 930 m<sup>2</sup>, held by the Defendant under Deed of Transfer T48869/1994, being 17 Fisk Street, Noordheuwel Extension 4.

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/toilet and kitchen.

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

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

Dated at Johannesburg this 8th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5047/WRFCLS/Mr Brewer/djl.)

Case 13592/95  
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 **Wilken, Johannes 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 by the Sheriff of the Supreme Court, at 22B Ockerse Street, Krugersdorp, on Wednesday, 25 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 306, Breananda Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 475 m<sup>2</sup>, held by the Defendant under Deed of Transfer T14095/1978, being 29 Minima Avenue, Breananda.

The following information is furnished *re* the improvements (though in this respect nothing is guaranteed): The property consists of entrance hall, lounge, dining-room, four bedrooms, two bathrooms/toilet, kitchen, dressing-room, double garage, servant's room and shower/toilet.

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

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

Dated at Johannesburg this 8th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4207/WRFCLS/Mr Brewer/djl.)

Case 18218/95  
PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Redelinghuys, Johannes Hermanus**, First Defendant, and **Redelinghuys, Maria Magdalena**, 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 Salesrooms, 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:

Section 13, as shown and more fully described on Sectional Plan SS39/1983, in the scheme known as Cedarwood Villas in respect of the land and building or buildings known as Ontdekkerspark Extension 1 Township and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 103 m<sup>2</sup>, held by the Defendants under Certificate of Registered Sectional Title ST49100/1994, being 13 Cedarwood Villas, corner of Du Toit and Pietersen Streets, Ontdekkerspark.

The following information is furnished *re* the improvements (though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, two bedrooms, bathroom/toilet, kitchen, study and garage.

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

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

Dated at Johannesburg this 8th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4723/WRFCLS/Mr Brewer/djl.)

Case 25645/93  
PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Carl-Tracy Investments CC**, First Defendant, and **Janse van Rensburg, Ignatius Cornelius**, 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, 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, Johannesburg North, at 131 Marshall Street, Johannesburg.

Erf 406, Brixton Township, Registration Division IR, Transvaal, measuring 495 m<sup>2</sup>, held by the Defendants under Deed of Transfer T39246/90, being 144 Caroline Street, Brixton.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: The property consists of a warehouse.

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

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

Dated at Johannesburg this 13th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z71639/JHBFCLS/Mr McCallum/cvdm.)

Case 13444/95  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Ngwenya, Bongile Patrick**, First Defendant, and **Ngwenya, Nokuthula Ruth**, 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 142 Struben Street, Pretoria, on Wednesday, 25 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, Pretoria South, at Edenpark, Plot 83, Lyttelton Agricultural Holding, Verwoerdburgstad:

Erf 234, Countryview Extension 3 Township, Registration Division JR, Transvaal, measuring 1 260 m<sup>2</sup>, held by the Defendants under Deed of Transfer T70457/91, being 234 Azalea Avenue, Countryview Extension 3, Pretoria South.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of vacant stand with uncompleted 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 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 14th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. ZA4237/JHBFCLS/Mr McCallum/djl.)

Case 28559/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Perdicopanis, Panagiotis**, First Defendant, and **Perdicopanis, Erasmia**, 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, 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 Johannesburg North at 131 Marshall Street, Johannesburg:

Section 29 as shown and more fully described on Sectional Plan SS96/1984 in the building or buildings known as Sedgefield and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 82 m<sup>2</sup>, held by the Defendants under Certificate of Registered Sectional Title ST 96/1984 (29) (Unit), being Flat 51, Sedgefield, Leyds Street, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge/dining-room, kitchen, two bedrooms and 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 13th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. Z91594/JHBFCLS/Mr McCallum/cvdh.)

Case 7433/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Moledi, Themba Ezekiel**, First Defendant, and **Moledi, Ethel Nomelanga**, 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 Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 27 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 Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 1051, Douglasdale Extension 66 Township, Registration Division IQ, Transvaal, measuring 1 547 m<sup>2</sup>, held by the Defendants under Deed of Transfer T46296/1993, being 1051 Condor Road, Douglasdale Extension 66.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, family room, dining-room, study, four bedrooms, bathroom/w.c., separate w.c., shower/w.c., kitchen, scullery, double garage, outside w.c. and shower.

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

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

Dated at Johannesburg this 20th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z94015/JHBFCLS/Mr McCallum/cvdm.)

Case 24965/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Malatsi, George**, First Defendant, and **Malatsi, Maphiri Joyce**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 27 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 Sandton at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Stand 612, Witkoppen Township, Registration Division IR, Transvaal, measuring 801 m<sup>2</sup> held by the Defendants under Deed of Transfer T38459/91, being Stand 612, Pearl Crescent, Witkoppen Extension 6.

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

The property consists of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., dressing-room, patio and two garages.

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

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

Dated at Johannesburg this 20th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z75931/JHBFCLS/Mr McCallum/cvdm.)

Case 10913/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **348 Fourways CC**, First Defendant, and **Mbatsana, Michisi Stuart**, 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 Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton on Friday, 27 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, Sandton at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 348, Fourways Township, Registration Division IQ, Transvaal, measuring 2 529 m<sup>2</sup> held by the Defendants under Deed of Transfer T7391/1988, being 348 Weaver Street, Fourways.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, family room, four bedrooms, bathroom/w.c./shower, bathroom/w.c., kitchen, laundry, double garage, servant's room, outside bathroom/w.c., swimming-pool and tennis court.

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

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

Dated at Johannesburg this 20th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z39037/JHBFCLS/Mr McCallum/cvdm.)

Case 09146/94  
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 **Milne, Graham Mitchell**, First Defendant, and **Milne, Susan Frances**, 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 Randhof, c/o 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 Randhof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 1355, Jukskei Park Extension 6 Township, Registration Division IQ, Transvaal, measuring 1 155 m<sup>2</sup>, held by the Defendants under Deed of Transfer T18894/93, being 15 Karbeit Street, Jukskei Park Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, kitchen, four bedrooms, two bathrooms/w.c., servant's room and outside w.c./shower.

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

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

Dated at Johannesburg this 13th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z95017/JHBFCLS/Mr McCallum/cvdm.)

Saak 15353/94

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Duwana William Monyai**, Eerste Verweerder, en **Bukhosi Rose Monyai**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 23 Desember 1994, eiendom hieronder uiteengesit en in eksekusie verkoop op 26 Oktober 1995 om 10:00, by die Baljokantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Reg, titel en belang gehou deur Verweerders oor sekere Erf 460, Tembisa-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, 294 m<sup>2</sup> (tweehonderd vier-en-negentig vierkante meter) groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 18de dag van September 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M201/MIM909.)

Saak 2720/95

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Anthony James Templeton Bell**, Eerste Verweerder, en **Lynda Bell**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Germiston, en 'n lasbrief vir eksekusie gedateer 11 Mei 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 26 Oktober 1995 om 10:00, by die Baljukantore, Vierde Verdieping, Standard Towers, Presidentstraat, Germiston, aan die hoogste bieder:

Sekere Gedeelte 31 van Erf 643, Marais Steyn Park-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Germiston, 630 m<sup>2</sup> (seshonderd-en-dertig vierkante meter) groot, ook bekend as Bahiniasingel 25, Marais Steyn Park. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Vier slaapkamers, twee badkamers, twee toilette, stort, sitkamer, eetkamer, kombuis, opwasplek, teëldak, swembad, oprit, motorhuis en omring deur geboude mure.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 21ste dag van September 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M280/MIB824.)

Saak 1139/95

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **D. L. S. Pieterse**, Eerste Verweerder, en **P. A. Pieterse**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 6 Maart 1995, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Oktober 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 1027, dorpsgebied Birchleigh-uitbreiding 1, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 001 (eenduisend-en-een) vierkante meter, ook bekend as Gerkeweg 19, Birchleigh, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van baksteen, teëldak, bestaande uit sitkamer, twee toilette, familiekamer, twee badkamers, drie slaapkamers, kombuis, dining-room en studeerkamer. Buitegeboue bestaan uit oprit, twee motorhuise en omhein met betonmure.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 14de dag van September 1995.

J. H. B. Schnetler, vir Badenhorst & Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mej. Pretorius/N1119/CDN680.)

Saak 7787/95

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

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), voorheen bekend as Natal Bouvereniging Beperk, Eiser, en **R. A. Erasmus**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 16 Augustus 1995 word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Oktober 1995 om 10:00 by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 691, dorpsgebied Terenure-uitbreiding 15, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 000 (eenduisend) vierkante meter, ook bekend as Aldostraat 34, Terenure, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van baksteen, teëldak, bestaande uit sitkamer, twee toilette, TV-kamer, twee badkamers, drie slaapkamers, kombuis en eetkamer. Buitegeboue: Bestaande uit swembad, kroeg, twee motorhuise en oprit.

*Voorwaardes van verkoping*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê ter insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 8ste dag van September 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mej. Pretorius/N1148/CDN708.)

Saak 9625/95

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

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Daniel Roedolf Markram**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 25 Augustus 1995 word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Oktober 1995 om 10:00 by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

**Sekere:** Deel 5, Blue Marlin-dorpsgebied, Kempton Park, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 85 (vyf-en-tagtig) vierkante meter, parkeer area P28, Blue Marlin-dorpsgebied, Kempton Park, groot 21 (een-en-twintig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van baksteen, sinkdak, bestaande uit sitkamer, badkamer, eetkamer, toilet, 2½ slaapkamers en kombuis. **Buitegeboue:** bestaan uit parkeer area P28 en sekuriteitsingang.

**Voorwaardes van verkoping**

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê ter insae by die kantoor van die Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 19de dag van September 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mej. Pretorius/S1370/CDS333.)

Saak 9809/95

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

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Brigitte Eleanor Bruwer**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 22 Augustus 1995 word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Oktober 1995 om 10:00 by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

**Sekere:** Erf 23, dorpsgebied Pomona, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 000 (eenduisend) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van baksteen, teëldak, bestaande uit sitkamer, twee slaapkamers, badkamer, kombuis en toilet. **Buitegeboue:** Bestaan: Omheining.

**Voorwaardes van verkoping**

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20 (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê ter insae by die kantoor van die betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 19de dag van September 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mej. Pretorius/S1374/CDS335.)

Case 10229/95  
PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mabanga, Sara Portia N.O.**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday 27 October 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 4367, Vosloorus Township, Registration Division IR, Transvaal, measuring 260 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL27841/87, being 4367 Mbonani Street, Vosloorus, Boksburg.

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

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

Dated at Johannesburg this 23rd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2369/ERFCLS/Mr Preiss/lp.)

Case 18850/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Twala, Ben July**, First Defendant, and **Twala, Martha Peggy**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 27 October 1995 at 11:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 13137, Vosloorus Extension 22 Township, Registration Division IR, Transvaal, measuring 380 m<sup>2</sup>, held by the Defendants under Deed of Transfer T22429/91, being 13137 Vosloorus Extension 22, Boksburg.

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

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

Dated at Johannesburg this 24th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z72530/ERFCLS/Mr Preiss/lp.)

Case 15409/95

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 **Ngobeni, Chabiyoni Mackson**, First Defendant, and **Ngobeni, Egnés Mitabine**, 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, 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, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 15, as shown and more fully described on Sectional Plan SS111/1983, in the scheme known as Issmin Towers in respect of the land and building or buildings; situated at Johannesburg Township and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 76 m<sup>2</sup>, held by the Defendants under Certificate of Registered Sectional Title ST1806/1993, being 303 Issmin Towers, 118 Van der Merwe Street, Hillbrow, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, bedroom, bathroom/w.c. and kitchen.

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

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

Dated at Johannesburg this 12th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4570/JHBFLS/Mr McCallum/cvdm.)

Case 16861/95  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society), Plaintiff, and **Nel, Jacobus Chrisjan Faure**, First Defendant, and **Nel, Johanna Catharina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 25 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 3457, Noordheuwel Extension 4 Township, Registration Division IQ, Transvaal, measuring 790 m<sup>2</sup>, held by the Defendants under Deed of Transfer T7798/1993, being 4 Amon Street, Noordheuwel Extension 4.

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

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

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

Dated at Johannesburg this 5th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4905/WRFCLS/Mr Brewer/djl.)

Case 18816/95  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society), Plaintiff, and **Van Zyl van der Merwe, 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 by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, 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, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 15, as shown and more fully described on Sectional Plan SS116/1983, in the building or buildings known as Highrise and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 56 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title 116/1983(15)(Unit), being 16 Highrise, Primrose Terrace, Berea.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, bedroom, bathroom, kitchen and swimming-pool.

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

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

Dated at Johannesburg this 8th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5314/JHBFCLS/Mr McCallum/cvdm.)

Case 18813/95  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society), Plaintiff, and **Cohen, Montague**, First Defendant, and **Cohen, Susan-Anne**, Second Defendant

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

Section 55, as shown and more fully described on Sectional Plan SS31/1978, in the scheme known as Tafelberg, in respect of the land and building or buildings situated at Johannesburg and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 46 m<sup>2</sup>, held by the Defendants under Certificate of Registered Sectional Title ST31/1978(55)Unit, being Flat 602, Tafelberg, Esselen Street, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of a bachelor flat.

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

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

Dated at Johannesburg this 12th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5472/JHBFCLS/Mr McCallum/cvdm.)

Case 16251/95  
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 **Van Niekerk, David Hendrik**, First Defendant, and **Van Niekerk, Leonie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 25 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Portion 12 of Erf 288, Silverfields Township, Registration Division IQ, Transvaal, measuring 1 194 m<sup>2</sup>, held by the Defendants under Deed of Transfer T28918/1992, being 30 Hartford Avenue, Silverfields.

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, three bedrooms, two bathrooms/toilet, kitchen, ironing room, laundry, double garage and outside toilet.

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

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

Dated at Johannesburg this 5th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4746/WRFCLS/Mr Brewer/djl.)

Saak 16/95

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

In die saak tussen **ABSA Bank Bepers** (handel drywende as Allied Bank, voorheen Allied Bouvereniging), Eksekusieskuldeiser, en **Victor Paulus Mohale**, Eerste Eksekusieskuldenaar, en **Mantosi Georgina Mohale**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Oktober 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

**Sekere:** Erf 935, Tembisa-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelaakte TL45014/92, groot 328 (driehonderd agt-en-twintig) vierkante meter, ook bekend as 935 Tembisa-uitbreiding 4.

**Beskrywing:** Woning bestaande uit toilet, badkamer, drie slaapkamers, kombuis en eetkamer. Alles onder 'n teëldak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

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

Geteken te Kempton Park op hierdie 15de dag van September 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1458.)

Saak 1720/95

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

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Allied Bank, voorheen Allied Bouvereniging), Eksekusieskuldeiser, en **Zophaniah William Nkosi**, Eerste Eksekusieskuldenaar, en **Gane Elsie Nkosi**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Oktober 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

**Sekere:** Erf 671, Tembisa-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte TL41327/87, grootte 309 (driehonderd en nege) vierkante meter, ook bekend as 671 Hospital View, Tembisa.

**Beskrywing:** Woning bestaande uit toilet, badkamer, drie slaapkamers, kombuis, sitkamer en eetkamer. Alles onder 'n teëldak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

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

Geteken te Kempton Park op hierdie 15de dag van September 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1501.)

Saak 3185/95

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank (voorheen Allied Bouvereniging), Eksekusieskuldeiser, en **Andries Victor Fakude**, Eerste Eksekusieskuldenaar, en **Nomsa Numsy Fakude**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 26 Oktober 1995 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

**Sekere:** Erf 977, Maokeng-uitbreiding 1, Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal.

**Transportaktenommer:** Gehou onder Titellakte TL24276/90, grootte 284 (tweehonderd vier-en-tagtig) vierkante meter, ook bekend as 977 afdeling Maokeng, Tembisa.

**Beskrywing:** Woning bestaande uit toilet, badkamer, twee slaapkamers, kombuis, eetkamer, alles onder 'n teëldak. Die eiendom is ten volle omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

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

Geteken te Kempton Park op hierdie 15de dag van September 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park. (Verw. mev. van Heerden/AB1591.)

Saak 7842/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank (voorheen Allied Bouvereniging), Eksekusieskuldeiser, en **Nontembiso Majola**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 26 Oktober 1995 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

**Sekere:** Erf 80, Ibazelo-dorpsgebied, Registrasieafdeling IR, Transvaal.

**Transportaktenommer:** Gehou onder Titelakte TL47100/88, grootte 347 (driehonderd sewe-en-veertig) vierkante meter, ook bekend as 80 afdeling Ibazelo, Tembisa.

**Beskrywing:** Woning bestaande uit toilet, badkamer, twee slaapkamers, kombuis en eetkamer. Alles onder 'n teëldak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowe Wet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

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

Geteken te Kempton Park op hierdie 15de dag van September 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park. (Verw. mev. van Heerden/AB1263.)

Saak 7145/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank (voorheen Allied Bouvereniging), Eksekusieskuldeiser, en **Fana Robert Mabuza**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 26 Oktober 1995 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

**Sekere Erf No.:** Erf 192, Elindinga-dorpsgebied, Registrasieafdeling IR, Transvaal.

**Transportaktenommer:** Gehou onder Titelakte TL21342/89, grootte 322 (driehonderd twee-en-twintig) vierkante meter, ook bekend as 192 Elindinga afdeling, Tembisa.

**Beskrywing:** Woning bestaande uit toilet, badkamer, twee slaapkamers, kombuis, eetkamer, alles onder 'n teëldak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowe Wet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

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

Geteken te Kempton Park op hierdie 15de dag van September 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park. (Verw. mev. van Heerden/AB1244.)

Saak 14834/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, voorheen Allied Bouvereniging, Eksekusieskuldeiser, en **Mandlenkosi Johannes Makhanya**, Eerste Eksekusieskuldenaar, en **Lucia Makhanya**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Oktober 1995 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

**Sekere Erf 336**, Tembisa-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte TL34300/90, grootte 311 (driehonderd-en-elf) vierkante meter, ook bekend as 336 Hospital View, Tembisa.

**Beskrywing:** Woning bestaande uit toilet, badkamer, drie slaapkamers, kombuis en eetkamer. Alles onder 'n sinkdak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

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

Geteken te Kempton Park op hierdie 15de dag van September 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1446.)

**Saak 3190/95**

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, voorheen Allied Bouvereniging, Eksekusieskuldeiser, en **Vuyelwa Emma Dhlamini**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Oktober 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere erf alle reg, titel en belang oor Erf 160, Teanong-afdeling, Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titellakte TL64514/87, grootte 254 (tweehonderd vier-en-vyftig) vierkante meter, ook bekend as 160 Teanong Afdeling, Tembisa.

**Beskrywing:** Woning bestaande uit toilet, badkamer, drie slaapkamers, kombuis, eetkamer en sitkamer. Alles onder 'n teëldak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

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

Geteken te Kempton Park op hierdie 15de dag van September 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1506.)

**Case 09577/95**

**PH 87**

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

In the matter between **Syfrets Bank Limited**, Plaintiff, and **Pelican Place Property Holdings (Proprietary) Limited**, Defendant

1. 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 131 Marshall Street, Johannesburg, on 26 October 1995 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale, of the undermentioned property:

Situated at 222 Louis Botha Avenue, Orange Grove, being Erf 506, Orange Grove Township, Registration Division IR, Transvaal, measuring 637 (six hundred and thirty-seven) square metres, held by Deed of Transfer T48527/1994, which is zoned as Residential and consists of (not guaranteed): Lower ground floor shop, two upper ground floor offices, two first floor offices and two second floor offices. The basis construction is of reinforced concrete having brick infill walls. The walls are plastered and painted internally and externally. The floors are concrete covered with vinyl/ceramic tiles and carpet. There are steel framed windows and three roller shutter doors for the shop. There are suspended ceilings incorporating fluorescent lights. The roof is flat concrete slab covered with malthoid. Access to the upper floors is via a concrete stairwell. There are still framed/shaded cloth carports for ten cars.

#### 2. Terms:

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand).

2.2.2 Minimum charges R200 (two hundred rand).

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

P. F. Daly, for Dykes Daly Johannesburg Inc., Attorneys for Plaintiff, Sixth Floor, 66 Smal Street, Johannesburg. [Tel. (011) 337-7317.] (Ref. Mr Daly/bs/sy0001.)

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, Klaburn Hof, 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 Residensiële 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 koopprijs en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word te kantore van die Balju, Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Gedateer te Krugersdorp op hierdie 21ste dag van September 1995.

Heystek, Kruger & Smit, Ontdekkersweg 14, Witpoortjie, DX 12, Roodepoort, Posbus 1269, Krugersdorp. (Tel. 955-1135.) (Verw. ES/CDP/LC/50214.)

Case 4914/95  
PH 630/DX 589 Jhb

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as Allied Bank Limited, Plaintiff, and **Swart, Hendrick Jurgens**, First Defendant, and **Swart, Johanna Catharina Louise**, 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 of the Supreme Court for Randfontein, at 40 Park Street, Randfontein, on Friday, 27 October 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court for Randfontein at 40 Park Street, Randfontein:

Holding 3, Dwarskloof Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,8648 hectares, held by the Defendants under Deed of Transfer T8936/94, being Stand 3, Dwarskloof, Randfontein.

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

The dwelling consists of two bedrooms, lounge, kitchen, bathroom, w.c. and two outbuildings.

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

Dated at Johannesburg on this 21st day of September 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041, PH 630/DX 589 Jhb. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 101627/Mr Livingstone/le.)

Case 8922/95  
PH 630/DX 589 Jhb

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as Allied Bank Limited, Plaintiff, and **Erf 106, Greenside East CC**, First Defendant, and **Hunt, Diana Lesley**, 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, at the office of the Sheriff for the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

Erf 106, Greenside East Township, Registration Division IR, Transvaal, measuring 967 m<sup>2</sup>, held by the Defendants under Deed of Transfer T35522/1994, being 55 Donegal Avenue, Greenside East.

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

The dwelling consists of entrance hall, lounge, dining-room, two bedrooms, two bathrooms, separate toilet, kitchen, carport, store-room and w.c.

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

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

Jay Inc., Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton 2041, PH 630/DX 589 Jhb. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 102069/Mr Georgiades/le.)

Case 18140/95  
PH 630

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Motabatsinde, Patric Thabo**, 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 Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

A unit consisting of:

(a) Section 8, as shown and more fully described on Sectional Plan SS57/1981, in the scheme known as Algarve, in respect of the land and building or buildings, situated at Johannesburg Township, Johannesburg Local Authority, of which section the floor area, according to the said sectional plan is 83 (eighty-three) square metres in extent, being Flat 202, Algarve, Banket Street, Hillbrow, Johannesburg; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, and held under Deed of Transfer ST47703/1994.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, two bedrooms, bathroom/shower, separate w.c. 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg this 13th day of September 1995.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041; PH 630/DX 589 Jhb. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 102038/Mr Livingstone/le.)

Case 15214/95  
PH 630

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **De Nysschen, Theodorus Louis**, First Defendant, and **De Nysschen, Christina Jacoba Hendrika**, 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 for the Supreme Court, Kempton Park, 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 to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices for the Sheriff of the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

Erf 1608, Bonaero Park Extension 3 Township, Registration Division IR, Transvaal, measuring 811 m<sup>2</sup>, held by the Defendants under Deed of Transfer T10199/1992, being 5 Forel Street, Bonaero Park, Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, dining-room, family room, three bedrooms, two bathrooms, w.c. and single garage.

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

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

Dated at Johannesburg this 14th day of September 1995.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041; PH 630/DX 589 Jhb. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 101801/Mr Georgiades/le.)

**Case 8007/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KRUGERSDORP HELD AT KRUGERSDORP**

In the matter between **Krugersdorp Transitional Local Council**, Execution Creditor, and **Soodesh Roodhal Mahabeer**, First Execution Debtor, and **Indhrani Mahabeer**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 23 February 1995, the following property will be sold in execution on Wednesday, 8 November 1995 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 1017, Azaadville Extension 1, Township, Registration Division IQ, Province of Gauteng, measuring 600 (six hundred) square metres, held by Deed of Transfer T28252/1991, known as 5 Muzaffar Street, Azaadville Extension 1, Krugersdorp, upon which there is said to be erected, a detached single-storey dwelling-house under tile roof and consisting of three bedrooms, lounge, dining-room, two bathrooms and kitchen.

The outbuildings consists of garage and servant's toilet.

No guarantee is however given in regard to the foregoing description.

**Terms:** R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (Ref. AVDB/QM/ar/K2765.)

**Case 3056/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KRUGERSDORP HELD AT KRUGERSDORP**

In the matter between **Krugersdorp Transitional Local Council**, Execution Creditor, and **Christoforos Yianni Christoforou**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 26 June 1995, the following property will be sold in execution on Wednesday, 8 November 1995 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, to the highest bidder, viz:

Erf 165, Noordheuwel Township, Registration Division IQ, Province of Gauteng, measuring 1 449 (one thousand four hundred and forty-nine) square metres, held by Deed of Transfer T45657/1994, known as 55 Amajuba Street, Noordheuwel, Krugersdorp, upon which there is said to be erected a detached single-storey dwelling house under tile roof and consisting of three bedrooms, study, lounge, two bathrooms and kitchen.

The outbuildings consist of double garage and servants' courters.

No guarantee is however given in regard to the foregoing description.

**Terms:** R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (Ref. AvdB/QM/ar/K3277.)

**Case 3055/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KRUGERSDORP HELD AT KRUGERSDORP**

In the matter between **Krugersdorp Transitional Local Council**, Execution Creditor, and **Zwelinzima Januarie Aasvoël**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 28 June 1995 the following property will be sold in execution on Wednesday, 8 November 1995 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, to the highest bidder, viz:

Erf 285, Boltonia Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 528 (five hundred and twenty-eight) square metres, held by Deed of Transfer T44841/93, known as 21 Aloe Street, Boltonia, upon which there is said to be erected a detached single storey dwelling house under tile roof and consisting of lounge, two bedrooms, bathroom and kitchen.

No guarantee is however given in regard to the foregoing description.

*Terms:* R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (Ref. AvdB/QM/ar/K3270.)

Case 11945/91

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

In the matter between **United Bank**, a Division of ABSA Bank Ltd, Plaintiff, and **Rudoff Dick Kumalo**, First Defendant, and **Dumile Cornelia Kumalo**, Second Defendant

On 25 October 1995 at 10:00, a public auction sale will be held at the Sheriff's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff of the Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

*Certain:* Lot 520, Ramakonopi Township, Registration Division IR, Transvaal, measuring 301 (three hundred and one) square metres, also known as 520 Ramakonopi, Katlehong.

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Dining-room, two bedrooms, bathroom, toilet and kitchen (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 United Bank and other preferent creditors subject to payment to the Local Authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 4 Johria Hof, 4 Du Plessis Street, Florentia, Alberton.

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

Stupel & Berman, Plaintiff's Attorneys, 70 Lambert Street, Germiston. (Ref. Mr Berman/CA/U119.)

Saak 5170/91

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

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **A. E. Johnson**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 2 Maart 1992 sal die ondervermelde eiendom op 25 Oktober 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Gedeelte 5 van Erf 260, Krugersdorp-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 714 (sewehonderd-en-veertien) vierkante meter, ook bekend as Sesde Straat 20, Krugersdorp-Noord, Krugersdorp.

##### *Voorwaardes van verkoping:*

1. Die verkoping sal onderhewig wees aan:

Die bepalinge van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

die voorwaardes van die Titelakte T14454/1988;

die volledige verkoopvoorwaardes, en sal verkoop word aan die hoogste bieder.

2. Die volgende verbetering is op die eiendom aangebring:

Sitkamer, gesinskamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang, kombuis en speelkamer. Omheinde erf.

3. *Terme:* Tien persent (10%) van die koopprijs sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 20,25% (twintig komma twee vyf per sentum) 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 aaneembare waarborg gelewer 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 Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 12 September 1995.

A. Fourie, vir Van Rensburgs, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie/N127.)

Case 13916/95  
PH 222IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Bruce, John**, First Defendant, and **Bruce, Elmarie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Unit 2, Northview, 45 Richards Drive, Halfway House, on 25 October 1995 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Unit 2, Northview, 45 Richards Drive, Halfway House:

*The following information is furnished regarding the improvements, though in this respect nothing is guaranteed:* Single-storey dwelling-house, under tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, being Portion 3 of Erf 307, Buccleuch; situated at 20 D Nola Avenue, Buccleuch, measuring 1776 square metres, Registration Division IR, Transvaal, held by the Defendants under Title Deed T9111/87.

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

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

Dated at Randburg this 22nd 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/sc.)

Case 14406/94

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

In the matter between **Pool: Phillipa Jane** and **Pool: Tielman, Theunis**, Execution Creditors, and **Van der Berg: Michael Stephen**, Execution Debtor

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and a writ of execution, the property listed hereunder, which was attached on 12 July 1995, will be sold in execution, with reserve, at the Sheriff's offices, 182 Leeuwpoot Street, Boksburg, on Friday, 27 October 1995 at 11:15, to the highest bidder:

Full conditions of the sale can be inspected at the Boksburg Sheriff, at 182 Leeuwpoot Street, Boksburg, and will be read out prior to the sale.

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

**Property:** Undivided half share in Erf 65, Portion 2, Boksburg West Township, Registration Division IR, Province of Gauteng, known as 19 Dan Davies Street, Boksburg West.

**Improvements:** The dwelling consists of an entrance hall, lounge, dining-room, family room, servant's quarters, three bedrooms, atrium, kitchen and laundry, measuring 1 351 square metres, held by Deed of Transfer T4111/1986.

**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). Minimum charges R200 (two hundred rand).

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

Brian Kahn Inc., Execution Creditor's Attorneys, Ground Floor, Unit 4, Albury Park, corner of Jan Smuts Avenue and Albury Road, Dunkeld West, Johannesburg; P.O. Box 47291, Parklands. (Tel. 788-5579/80/81/82/83.) (Fax. 442-9546 Dx. 529.) (Ref. Ms Marcandonstos/MH/P302.)

Saak 9810/95

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

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Mmatshupe Frans Maja**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 22 September 1995, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Oktober 1995 om 10:00, by die Baljokantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 5309, Dorpsgebied Tembisa-uitbreiding 12, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 198 (eenhonderd agt-en-negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuisgebou van baksteen, teëldak, bestaande uit toilet, drie slaapkamers, badkamer, eetkamer en kombuis.

Buitegebou bestaande uit motorhuis.

**Voorwaardes van verkoping:**

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport).

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 22ste dag van September 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mej. Pretorius/S1375/CDS336.)

Case 4929/94  
PH 456

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Williams, Sandra Ann**, First Defendant, and **Williams, Theodore Francois**, 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, at Ground Floor, 100 Greyston Drive, Sandown, on 27 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Sheriff, Ground Floor, 100 Greyston Drive, Sandown, prior to the sale:

Erf 191, Lonehill Extension 8 Township, measuring 1 158 square metres held under Deed of Transfer T43083/86, known as 4 Notten Road, Lonehill Extension 8.

The following information is furnished with regard to the improvements, although in this respect nothing is guaranteed. The dwelling consists of kitchen, pantry, two bathrooms, toilet, seven other rooms, double garage, swimming-pool, garden flat (with a bedroom, bathroom, toilet), electronic gates and burglar alarm system.

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

Auctioneer's charges, payable on the date 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), 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 31st day of August 1995.

Kassel Sklaar Cohen & Co., Plaintiff's Attorneys, 58 Oxford Road, Rosebank, Johannesburg. (Tel. 646-2115.) (Ref. Miss Pienaar/F5792.)

Case 14146/95  
PH 376

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

In the matter between **N.B.S. Bank Limited**, Plaintiff, and **Tothill, Mark Hal**, 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 Wednesday, 25 October 1995 at 14:30, at Lochner Park, Block D, First Floor, corner of Richards Drive and Suttie Street, Halfway House, to the highest bidder:

Portion 1 of Erf 374, Buccleuch Township, Registration Division IR, Transvaal, measuring 1 549 square metres, held by Deed of Transfer T49256/1993.

**Physical address:** 2F Margaret Avenue, Buccleuch, 2054.

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

**Main building:** Split-level, brick and plaster walls, tiled roof, fitted carpets and ceramic tiles, lounge, dining-room, study, kitchen, schullery, four bedrooms, two bathrooms, two showers, two w.c.'s and family room.

**Additional features:** Two carports, w.c., brick paving to open patio and courtyard, brick walling.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be 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, Lochner Park, Block D, First Floor, corner of Richards Drive and Suttie Street, Halfway House.
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 11th 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. W. Fullard.)

Case 24831/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Van Rensburg, Deon Martinus**, First Defendant, and **Van Rensburg, Sharron Ann**, Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Court, Germiston North, at Fourth Floor, Standard Chambers, President Street, Germiston, on Thursday, 2 November 1995 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions, which may be inspected at the office of the Sheriff of the Court, Germiston North:

Portion 3 of Erf 117, Eastleigh Township, Registration Division IR, Transvaal, measuring 1 220 square metres, held by the Defendants under Deed of Transfer T51530/1991, being 78A Aitken Road, Eastleigh, Edenvale, and consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., and kitchen.

Improvements described hereunder are not guaranteed.

**Terms:** 10% (ten persent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on the 20th day of September 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 10777/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Rahim, Salin Kamrudin**, Defendant

A sale without reserve will be held at the Sheriff's Office, Block D, Lochner Park, corner of Suttie Street and Richards Drive, Halfway House, on Wednesday, 25 October 1995 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 752, Wendywood Extension 8 Township, measuring 1 539 square metres, held by the Defendant under Deed of Transfer T64245/1990, being 45 Alma Road, Wendywood Extension 8, and consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., bathroom/w.c./shower, separate w.c., kitchen, scullery/laundry, pantry, carport, servant's room, bathroom/w.c. and patio. Improvements described are not guaranteed.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on the 22nd day of September 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 30085/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Nicolosi, Alessandro Nicola Antonio**, First Defendant, and **Nicolosi, Elizabeth Evelyn**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, Block D, Lochner Park, corner of Suttie Street and Richards Drive, Halfway House, on Wednesday, 25 October 1995 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 368, Sunninghill Extension 2 Township, Registration IR, Transvaal, measuring 1 813 square metres, held by the First and Second Defendant under Deed of Transfer T88114/88, being 4 Embo Road, Sunninghill Extension 2, and consisting of lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen, double garage, servants' quarters, bathroom/w.c. and patio. Improvements described are not guaranteed.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on the 26th day of September 1995.

K. J. Braatvedt, for Smith, Jacobs & Braatvedt, Plaintiff's Attorneys, First floor, Cradock Heights, corner of Cradock & Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 10277/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Marais, Andre Louis**, First Defendant, and **Marais, Linda Mavis**, Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Randburg, 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 31 October 1995 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, Randburg:

Remaining Extent of Erf 52, Johannesburg North Township, Registration Division IQ Gauteng, measuring 991 square metres, held by virtue of Deed of Transfer T36141/1988, being 35 Church Street, Johannesburg North, and consists of lounge, dining-room, three bedrooms, two bathrooms, kitchen, scullery, double garage, servants' quarters and w.c. Improvements described hereunder are not guaranteed.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

**Case 2349/95**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Elsbeth Anne Hayes**, Defendant

A sale without reserve will be held at the Office of the Sheriff of the Supreme Court, Pretoria South, 142 Struben Street, Pretoria, on Wednesday, 25 October 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, Eden Park, Plot 83, Corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburgstad, prior to the sale:

Portion 25 of Erf 1227, Noordwyk Extension 23 Township, Registration Division JR, Transvaal, measuring 452 square metres, held by the Defendant under Deed of Transfer T14779/1993, also known as Portion 25 Noordhoek Clusters, 1227 Oudekraal Close, Noordwyk Extension 23, and consisting of a lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, pantry and carport. Improvements described hereunder are not guaranteed:

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on the 20th day of September 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

**Case 11325/95**

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

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

A sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 2 November 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, 100 Sheffield Street, Turffontein, Johannesburg:

Erf 739, Kenilworth Township, Registration Division IR, The Province of Gauteng, measuring 495 square metres, held by the Defendant under Deed of Transfer T45345/1994, being 231 Kennedy Street, Kenilworth, Johannesburg, and consisting of an entrance hall, lounge, three bedrooms, kitchen, bathroom/w.c., separate w.c., double garage and maids quarters. Improvements described hereunder are not guaranteed.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

**Case 12353/94**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Steenekamp, Linda Teresa**, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Johannesburg North, 131 Marshall Street, Johannesburg, on Thursday, 2 November 1995 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 149, Saxonwold Township, Registration Division IR, Transvaal; measuring 2 023 square metres, held by the Defendant under Deed of Transfer T16510/1987, situated at 20 Cotswold Drive, Saxonwold.

Improvements described hereunder are not guaranteed. The property consists of entrance hall, lounge, dining-room, family-room, two bedrooms, three bathrooms/w.c., kitchen, scullery/laundry, study, pantry, bar, jacuzzi, five inter leading rooms, double garage, store room and servants quarters.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this the 20th day of September 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 33930/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Monyemakwele, Pule Piet**, Defendant

A sale without reserve will be held at 1355 Monicas Place, Noordwyk Extension 11, at 10:00 on Wednesday, 25 October 1995, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff at Block D, Lochner Park, corner of Suttie Street and Richards Drive, Halfway House, prior to the sale:

Erf 1355, Noordwyk Extension 11 Township, Registration Division JR, Transvaal, measuring 957 square metres, held by the Defendant under Deed of Transfer T78089/1993, being 1355 Monica's Place, Noordwyk Extension 11;

and consisting of a lounge, dining-room, four bedrooms, bathroom, separate toilet and kitchen. Improvements described are not guaranteed.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 31154/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Terance Carl Jacobs**, First Defendant, and **Portia Maxine Jacobs**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 25 October 1995 at 10:00, to the highest bidder:

**Certain:** Erf 5, situated in the Township of The Reeds Extension 6, Registration Division JR, Transvaal, measuring 1 022 square metres, situated at 1 Frans Street, The Reeds Extension 6, Verwoerdburg.

**Terms and conditions:**

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the title deeds act where applicable.

2. The following improvements are known of which nothing is guaranteed: **Description of property:** House: Lounge, kitchen, three bedrooms, bathroom and w.c. **Outbuildings:** Single carport and w.c. **Other:** Paving, concrete walls, patio and courtyard.

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

**Conditions:** The full conditions of sale may be inspected at the Sheriff's Offices at Edenpark, Plot 83, corner of Gerhard Street and Wes Avenue, Lyttelton Agricultural, Verwoerdburg.

Signed at Pretoria on this 29th day of September 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1624.)

Case 12142/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Johannes Jacob Frederick Booysen**, First Defendant, and **Christina Jacoba Booysen**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 27 October 1995 at 11:00, to the highest bidder:

**Certain:** Erf 44, situated in the Township of Doornpoort, Registration Division JR, Transvaal, measuring 1 320 square metres, situated at 468 Peerboom Street, Doornpoort, Pretoria.

**Terms and conditions:**

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

**Description of property:** House: Lounge, dining-room, kitchen, five bedrooms, one and a half bathrooms, two w.c.'s, TV-room and entry.

**Outbuilding:** Double garage.

**Other:** Concrete walls.

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

**Conditions:** The full conditions of sale may be inspected at the Sheriff's Offices, at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this 29th day of September 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1495.)

Case 13198/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Aseya Nassie Motswenyane**, First Defendant, and **Magdelene Maria Motswenyane**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, in front of the Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, on 27 October 1995 at 10:30, of the following property:

Erf 6927, Boitekong Extension 3 Township, Registration Division JQ, Transvaal, measuring 260 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL29477/1993.

*Street address:* Stand 6927, Boitekong, Extension 3, Rustenburg.

*Improvements on the property:* Two bedrooms, kitchen, bathroom/toilet and lounge. Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Office, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

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

Case 19969/94

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

In the matter between **Town Council of Sandton**, Plaintiff, and **Abdul Azceez Mohamed**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 18 November 1994, and subsequent warrant of execution the following property will be sold in execution on 24 October 1995 at 14:30, on the steps of the Magistrate, Randburg Magistrate's Court, corner of Selkirk and Blairgowrie Drives, Randburg, namely:

Erf 471, Marlboro Gardens Township, Registration Division IR, Transvaal, measuring 824 (eight hundred and twenty-four) square metres, held under Deed of Transfer T10602/88, also known as 471 Chestnut Crescent, Marlboro Gardens:

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Ground Floor, 100 Grayston Drive, Sandown, Sandton, and contain *inter alia* the following provisions:

1. 10% (ten per cent) of the purchase price payable on the day of the sale.
2. The balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any existing lease agreement.
4. The sale is without reserve to the highest bidder.

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

Moss Marsh & Georgiev, c/o Document Exchange, Attorneys for Plaintiff, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg; P.O. Box 61795, Marshalltown, 2107. [Tel. (011) 836-5892.] (Ref. VL/TT109.)

Case 3281/90

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

In the matter between **Town Council of Sandton**, Plaintiff, and **T. Hill**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 23 September 1991, and subsequent warrant of execution, the following property will be sold in execution on 24 October 1995 at 10:00, at the offices of the Magistrate, Randburg, Magistrate's Court, corner of Selkirk and Blairgowrie Drives, Randburg, namely:

Portion 1 of Erf 324, situated in the Township of Buccleuch, Registration Division IR, Transvaal, measuring 1 485 (one thousand four hundred and eighty-five) square metres, held under Deed of Transfer T26896/84, also known as 4C Gillian Road, Buccleuch, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Ground Floor, 100 Grayston Drive, Sandown, Sandton, and contain *inter alia* the following provisions:

1. 10% (ten per cent) of purchase price payable on the day of the sale.
2. The balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any existing lease agreement.
4. The sale is without reserve to the highest bidder.

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

Moss Marsh & Georgiev, c/o Document Exchange, Attorneys for Plaintiff, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg; P.O. Box 61795, Marshalltown, 2107. [Tel. (011) 836-5892.] (Ref. VL/TT31.)

Case 20556/92

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

In the matter between **Town Council of Sandton**, Plaintiff, and **Stand 361 Morningside Manor CC**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 March 1993, and subsequent warrant of execution, the following property will be sold in execution on 26 October 1995 at 10:00, at the offices of the Magistrate, Randburg Magistrate's Court, corner of Selkirk and Blairgowrie Drives, Randburg, namely:

Erf 361, Morningside Manor Extension 1, Registration Division IR, Transvaal, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held under Deed of Transfer T46476/90, also known as 5 Launmarket Road, Morningside Extension 1.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Ground Floor, 100 Grayston Drive, Sandown, Sandton, and contain *inter alia* the following provisions:

1. 10% (ten per cent) of purchase price payable on the day of the sale.
2. The balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any existing lease agreement.
4. The sale is without reserve to the highest bidder.

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

Moss Marsh & Georgiev, c/o Document Exchange, Plaintiff's Attorneys, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg; P.O. Box 61795, Marshalltown, 2107. [Tel. (011) 836-5892.] (Ref. VL/TT31.)

Case 14108/94  
PH 129

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

In the matter between **Body Corporate of Kiowa**, Plaintiff, and **M. P. Nkosi**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Pretoria, in this suit, a sale without reserve will be held at N G Sinodal Centre, 234 Visagie Street, Pretoria, on Tuesday, 31 October 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Magistrate's Court, Messcor House, 30 Margaretha Street, Pretoria Central, prior to the sale:

A unit consisting of:

- (a) Section 9, as shown and more fully described on Sectional Plan SS95/81 in the scheme known as Kiowa in respect of the land and building or buildings situated at Erf 1228, Sunnyside, (Pta) Township, Local Authority, Central Pretoria Metropolitan Substructure of which section the floor area, according to the said sectional plan is 70 (seventy) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST94190/92.

Improvements (not guaranteed): Sectional Title Unit.

Terms: 10% (ten per cent) of the purchase price and arrear rates and taxes in cash on the day of the sale; the balance and interest on the full purchase price calculated and capitalised monthly in advance from the date of sale to the date of registration of transfer at the rate of 15,5% (fifteen comma five per cent) per annum, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a maximum price of R20 000 and thereafter 3% (three per cent) subject to a maximum fee of R6 000 and a minimum of R200.

Dated at Pretoria, September 1995.

Ian Anthony Fyshe, Attorneys Dykes Daly Fyshe Inc., Plaintiff's Attorneys, 150 Soutpansberg Road, Riviera, Pretoria. [Tel. (012) 329-5102.] (Ref. Mr IA Fyshe/R. Botha/CJK/H1401.)

Case 13571/95

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

In the matter between **ESKOM**, Plaintiff, and **Nyakallo Victor Mensele**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Vanderbijlpark, at the Main Entrance, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 27 October 1995 at 10:00, of the following property:

All the right, title and interest in the leasehold in respect of Stand 19630, Bethale Township, Zone 14 Sebokeng, Registration Division IQ, Transvaal, measuring 264 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL43780/85.

Street address: Stand 19630, Bethale Township, Zone 14 Sebokeng, Vanderbijlpark.

Improvements on the property, lounge, three bedrooms, bathroom, dining-room, kitchen and toilet. Single storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at Suite C, 5 Rietbok Building, General Hertzog Street, Vanderbijlpark.

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

## CAPE • KAAP

Case 3204/94

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

In the matter between, **South African Rail Commuter Corporation Limited**, Judgment Creditor, and **Deon Albert van den Heever**, Judgment Debtor

In pursuance of judgment granted on 3 June 1994, in the Goodwood, Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 18 October 1995 at 11:00, at Goodwood, Court House, to, the highest bidder:

Description: Erf 27921, portion of Erf 27914, Goodwood, in extent four hundred and forty-five (445) square metres.

Postal Address: 72 25th Street, Elsie's River.

*Improvements:* Brick walls, tiled roof, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, servant's room.

Held by the Defendant in his name under Deed of Transfer T15731/87.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsie's River.

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

R. D. Barendse, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764, P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. RB/VS/C10085/Z10086.)

**Saak 7341/95**

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Geline Willieta Smit (nou Swart)**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 16 Augustus 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 30 Oktober 1995 om 10:00, op die perseel te Erf 5387, Hibiscuslaan 34, Brackenfell, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 5387, Brackenfell, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Brackenfell, afdeling Stellenbosch, provinsie Wes-Kaap, groot 822 vierkante meter, gehou kragtens Transportakte T71326/1991.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter met 'n woonhuis met drie slaapkamers, dubbel motorhuis, een en 'n half badkamer, sitkamer, eetkamer, kombuis en waskamer.

Die eiendom kan geïnspekter word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, mnr. Matthee, Kuilsrivier/Bellville (Tel. 948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, mnr. Matthee, Kuilsrivier/Bellville (Tel. 948-8326).

**Datum:** 12 September 1995.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. CJV/RB/2091.)

**Saak 16682/95**

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **J. S. Marais**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Afbare Hof gedateer 21 Augustus 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 30 Oktober 1995 om 11:15, op die perseel te Erf 14220, Markstraat 165, Parowvallei, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 14220, Parow, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Parow, afdeling Kaap, provinsie Wes-Kaap, groot 793 vierkante meter, gehou kragtens Transportakte T18016/1987.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter met 'n woonhuis met drie slaapkamers, eetkamer, sitkamer, kombuis, toilet, badkamer en garage.

Die eiendom kan geïnspekter word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville, mnr. Matthee (Tel. 948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville, mnr. Matthee (Tel. 948-8326).

**Datum:** 12 September 1995.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow, (Verw. CJV/RB/2089).

Case 3322/95

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Garth Charles King**, First Defendant, and **Shirley Colleen King**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 24 July 1995, the property listed hereunder, and commonly known as 6 Falcon Crescent, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 24 October 1995 at 09:00, to the highest bidder:

Erf 6279, Blue Downs, situated in the Lower Kuils River 1 Local Area, Division of Stellenbosch, in extent 405 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 7th 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.1379.)

Case 19988/94

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **N. Kapdi**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 14 November 1995 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 40198, measuring 625 square metres, held by the Execution Debtor under Deed of Transfer T40924/1981 dated 18 September 1981, popularly known as 6 Freda Road, Newfields Estate, Athlone.

The property consists of single dwelling with brick wall under a tiled roof, consisting of three bedrooms, two bathrooms, extra toilet, lounge, kitchen, double garage and extra outside room (granny flat).

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay:

(a) Auctioneer's charges, costs of advertising and all other other costs, charges and arrear rates if any, necessary to enable transfer to be given.

(b) Insure the property against damage by fire.

(c) Be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2029.)

Case 18955/94

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **S. Kapery**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 14 November 1995 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 36223, measuring 480 square metres, held by the Execution Debtor under Deed of Transfer T34758/1988, dated 27 June 1988, popularly known as 107 Taurus Road, Surrey Estate, Athlone.

The property consists of single dwelling with brick wall under an asbestos roof, consisting of three bedrooms, lounge, kitchen, bathroom/toilet and double garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay:

(a) Auctioneer's charges, costs of advertising and all other other costs, charges and arrear rates if any, necessary to enable transfer to be given.

(b) Insure the property against damage by fire.

(c) Be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1998.)

#### Case 7594/94

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Nazeema Johnson**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchells Plain, on Tuesday, 7 November 1995 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 19071, measuring 140 square metres, held by the Execution Debtor under Deed of Transfer T2674/1993, dated 18 January 1993, popularly known as 25 Hyacinth Street, Lentegour, Mitchells Plain.

The property consists of single dwelling under asbestos tiled roof, consisting of two bedrooms, lounge, dining-room, bath-room, toilet/handbasin and shower and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay:

(a) Auctioneer's charges, costs of advertising and all other other costs, charges and arrear rates if any, necessary to enable transfer to be given.

(b) Insure the property against damage by fire.

(c) Be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1987.)

#### Case 17418/94

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **P. Gelderbloem**, Judgment Debtor

The Property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 6 November 1995 at 09:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 26502, measuring 191 square metres, held by the Execution Debtor under Deed of Transfer T9514/1988, dated 22 February 1988, popularly known as 63 Henkel Road, Rocklands, Mitchells Plain.

The property consists of brick building, consisting of three bedrooms, kitchen, toilet/bathroom and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay:

(a) Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given.

(b) Insure the property against damage by fire.

(c) Be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1695.)

Case 18419/92

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **R. A. Phillips**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 6 November 1995 at 09:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 44483, measuring 301 square metres, held by the Execution Debtor under Deed of Transfer T9363/1989, dated 17 February 1989, popularly known as 26 Infanta Crescent, Strandfontein.

The property consists of brick building under tiled roof, consisting of three bedrooms, two toilets/bathroom, dining-room, lounge and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay:

(a) Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given.

(b) Insure the property against damage by fire.

(c) Be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1864.)

Case 4557/94

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **S. P. Serfontein**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 6 November 1995 at 09:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 18365, measuring 230 square metres, held by the Execution Debtor under Deed of Transfer T40303/1993, dated 21 May 1993, popularly known as 1 Oudepost Close, Westridge, Mitchells Plain.

The property consists of semi-detached corner house, under tiled roof, consisting of four bedrooms, lounge, kitchen, toilet/bathroom and carport.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay:

(a) Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given.

(b) Insure the property against damage by fire.

(c) Be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2087.)

Case 17104/93

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and  
**W. J. van der Watt**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 20 November 1995 at 09:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 11897, measuring 190 square metres, held by the Execution Debtor under Deed of Transfer T16172/1989, dated 22 March 1989, popularly known as 25 Pluto Way, Portlands, Mitchells Plain.

The property consists of residence consisting of three bedrooms, bathroom/toilet, kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay:

(a) Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given.

(b) Insure the property against damage by fire.

(c) Be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1853.)

#### Case 9489/93

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **C. Visagie**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchell's Plain, Magistrate's Court, Mitchell's Plain South, Mitchell's Plain, on Monday, 20 November 1995 at 09:00:

Viz certain piece of land situated at Mitchell's Plain, in the Municipality of Cape Town, Cape Division, Erf 3772, measuring 204 (two hundred and four) square metres, held by the Execution Debtor under Deed of Transfer T22710/1992, dated 15 April 1992, popularly known as 7 La Motte Close, Westridge, Mitchell's Plain.

The property consists of brick building, under asbestos roof, two bedrooms, kitchen open-plan, lounge and toilet/bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per centum) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given.

(b) Insure the property against damage by fire.

(c) Be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1889.)

#### Case 5523/94

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **E. Nett**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchell's Plain, Magistrate's Court, Mitchell's Plain South, Mitchell's Plain, on Monday, 20 November 1995 at 10:00:

Viz certain piece of land situated at Mitchell's Plain, in the Municipality of Cape Town, Cape Division, Erf 12390, measuring 160 (one hundred and sixty) square metres, held by the Execution Debtor under Deed of Transfer T70880/1992, dated 5 November 1992, popularly known as 4 Dakota, Rocklands, Mitchell's Plain.

The property consists of one semi-detached brick building, consisting of kitchen, lounge, toilet and bathroom and three bedrooms.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per centum) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given.

(b) Insure the property against damage by fire.

(c) Be liable on cancellation in cash of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2072.)

Case 4856/94

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **D. Luke**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchell's Plain, Magistrate's Court, Mitchell's Plain North, Mitchell's Plain, on Tuesday, 7 November 1995 at 10:00:

Viz certain piece of land situated at Mitchell's Plain, in the Municipality of Cape Town, Cape Division, Erf 26277, measuring 155 (one hundred and fifty-five) square metres, held by the Execution Debtor under Deed of Transfer T43217/1992, dated 3 June 1993, popularly known as 81 Lobelia Street, Lenteguur, Mitchell's Plain.

The property consists of single dwelling (masonite) under asbestos sheeting roof, consisting of three bedrooms, bathroom/toilet, lounge and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per centum) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given.

(b) Insure the property against damage by fire.

(c) Be liable on cancellation in cash of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2030.)

Case 20023/95

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

**ABSA Bank Limited**, trading as United Bank, formerly United Bank Limited (formerly United Building Society Limited) *versus* **Mziwakhe Hlangani**

The following property will be sold in execution at the front entrance, New Law Courts, North End, Port Elizabeth, on Friday, 20 October 1995 at 14:15, to the highest bidder:

Erf 497, kwaMagxaki, in the Administrative District of Uitenhage, in extent 286 (two hundred and eighty-six) square metres, held by Deed of Transfer TL1627/91, situated at 52 Gqalo Street, kwaMagxaki, Port Elizabeth.

1. The following improvements are reported but not guaranteed: Dwelling: Brick under tiles, lounge, kitchen, two bedrooms and bathroom/w.c./hb. Outbuildings: Concrete apron.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Goldberg & De Villiers, Attorneys for Judgment Creditor, 13 Bird Street, Port Elizabeth. (Ref. Mr D. Ferreira/ejr.)

Case 2057/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Barend Stephanus van der Mescht**, First Defendant, and **Susanna Aletta van der Mescht**, Second Defendant

In pursuance of a judgment dated 28 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, 20 October 1995 at 15:00:

Portion 43 (portion of Portion 13) of the farm Draaifontein 407, in the Division of Uitenhage, in extent 5,8167 hectares, situated at corner of Graemel and Draaifontein Roads [Portions 43 (portion of Portion 13) of the farm Draaifontein 407.]

Whilst nothing is guaranteed, it is understood that on the property is a single storey brick dwelling under iron roof with lounge, dining-room, kitchen, four bedrooms, one and a half bathroom, double garage, four outbuildings (store-rooms), under asbestos, swimming-pool and six carports.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

*Terms*: 10% (ten per centum) on date of sale, the balance including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 14 (fourteen) 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 V.A.T. are also payable on date of sale.

Dated at Uitenhage on this 15th day of September 1995.

J. S. Levy & Levy, Plaintiff's Attorneys, Suite 301, S.A. Permanent Building, Caledon Street, Uitenhage. (Ref. L. Butlion/Is.)

Case 6105/94

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

In the matter between **Pravin Harry**, Plaintiff, and **Mr Kopoyi Albert Sabani**, First Defendant, and  
**Mrs Kimi Priscilla Hlangwana**, Second Defendant

In execution of a judgment of the Magistrate's Court, East London in the above matter, a sale will be held on 20 October 1995 at 09:00, at the Magistrate's Court, East London, as referred to below:

Erf 34430, East London Municipality and Division of East London, also known as 24 Gardenia Street, Braelyn Heights, East London.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the 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 ten (10) 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 will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.
5. The sale is subject to the proceeds of the sale being sufficient to satisfy the claim of any preferent creditor in full.

Dated at East London this 12th day of September 1995.

Brown, Hurly & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank, Oxford Street, East London. (Ref. A. J. Miller.)

Case 12041/94

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

In the matter between **First National Bank Limited**, Plaintiff, and **Mr Nyangizwe Maqungo**, Defendant

In execution of a judgment of the Magistrate's Court, East London in the above matter, a sale will be held on 20 October 1995 at 10:00, at 152 Sunnyside Road, Haven Hills, East London, as referred to below:

Erf 18579, East London, Municipality and Division of East London, in extent 1 058 (one thousand and fifty-eight) square metres, held under Deed of Transfer T5391/1993, also known as 152 Sunnyside Road, Haven Hills, East London.

The following information relating to the property is furnished but not guaranteed in any way:

A single-storey dwelling under tiled roof with outbuildings attached, consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms with shower and toilet, double garage and servant's room with toilet.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the 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 ten (10) 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 will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.
5. The sale is subject to the proceeds of the sale being sufficient to satisfy the claim of any preferent creditor in full.

Dated at East London this 12th day of September 1995.

Brown, Hurly & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank, Oxford Street, East London. (Ref. A. J. Miller.)

Saak 14983/95

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

In die saak tussen **Boland Bank PKS Beperk**, Eiser, en **Glen Roland Brown**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 8 Augustus 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 7 November 1995 om 12:00, op die perseel te Belmontlaan 8, Lansdowne, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 59747, Kaapstad te Lansdowne, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kaapstad, afdeling Kaap, Provinsie van die Wes-Kaap, groot 446 vierkante meter, gehou kragtens Transportakte T21502/1969.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met teëldak, baksteenmure, kombuis, sitkamer, twee slaapkamers, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3439.)

**Betaalvoorwaardes:** 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3439.)

**Datum:** 8 September 1995.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3296.)

#### Case 1758/92

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited, formerly SA Permanent Building Society), Plaintiff, and **Pieter Claasen**, Defendant

In terms of a judgment given in the Magistrate's Court at Caledon, on 20 October 1992, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 1847, Bot River, in the Transitional Council of Bot River, Division of Caledon Western Cape Province, measuring 571 square metres, held by Deed of Transfer T17071/88, also known as 3 Brook Street, Bot River, will be sold in execution on 27 October 1995 at 11:00, at 3 Brook Street, Bot River, 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, Caledon, and the undersigned.

*The material terms of the sale are as follows:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen (14) days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner with, *inter alia*, a dwelling thereon.

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) 512928.]

#### Case 21328/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **First National Bank of S.A. Ltd.**, Plaintiff/Execution Creditor, and **Jacques Charles Joseph de Wilde**, First Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 20 July 1995, the property listed hereunder will be sold in execution on Friday, 27 October 1995 at 14:15, at the front entrance, New Law Courts, North End, Port Elizabeth, to the highest bidder for cash:

Erf 1, Denholme, Port Elizabeth, measuring 20911 square metres, situated at Erf 1, Denholme, Tembanie Road, Colleen Glen, Port Elizabeth.

**Conditions of sale:** The purchase price will be payable as to a deposit of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

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

M. A. Scheepers & Co., Plaintiff/Execution Creditor's Attorneys, Lex House, 4 Cuyler Street, Central Port Elizabeth. (Ref. F.305/DOB.)

#### Case 7239/95

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **John Alfred Benjimen Veldman**, First Execution Debtor, and **Claudine Elda Christy Veldman**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 10 April 1995, and warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder, on 23 October 1995 at 10:00:

Erf 29050, Bellville, in the area of the Transitional Metropolitan Substructure Bellville, Cape Division, Western Cape Province, in extent 462 (four hundred and sixty-two) square metres.

*Street address:* 5 Amandel Road, Belhar, Bellville.

*Conditions of sale:*

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Three bedrooms, lounge, bathroom, kitchen and toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 1st day of September 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

**Case 47/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WORCESTER HELD AT WORCESTER**

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Eastwood Loftus Nel**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Worcester, dated 8 February 1995, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder, on 27 October 1995 at 11:00:

Erf 56, Worcester, in the area of the Worcester Transitional Local Council, Worcester Division, Western Cape Province, in extent 922 (nine hundred and twenty-two) square metres.

*Street address:* 61 Meiring Street, Worcester.

*Conditions of sale:*

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Entrance hall, family room/lounge/dining-room, modern kitchen, laundry, four bedrooms, bathroom/w.c., bathroom/shower, carport, servant's room with bath/w.c., w.c., store and swimming-pool.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 32D Stockenström Street, Worcester.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 2nd day of September 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

**Saak 7065/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOUD TE UITENHAGE**

In die saak tussen **C. P. Vermaak Brick Transport & Planthire**, Eiser, en **Albertus Petrus Erasmus**, Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof op en 'n lasbrief vir eksekusie uitgevoer op 14 Februarie 1995, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 16 November 1995 om 11:00, te Landdroskantore, Durbanstraat, Uitenhage:

Sekere stuk grond synde Erf 4947, Despatch, geleë in die Munisipaliteit (nou Plaaslike Oorgangsraad), Despatch, afdeling Despatch, groot 608 (seshonderd en agt) vierkante meter.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Freesiasingel 20, Despatch, met sekere verbeterings daarop aangebring.

*Voorwaardes van verkoop:*

1. Die eiendom word voetstoots verkoop aan die hoogste bieder, onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls en die terme van die titelaktes, in sover dit van toepassing mag wees.

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant by ondertekening van hierdie voorwaardes en betaalbaar aan die Balju, Landdroshof, asook Balju, Landdroshof se Afslaaersfooi.

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingswaarborg ten gunste van die vonnisskuldeiser en/of sy genomineerdes by die Balju vir die Landdroshof, ingehandig te word binne een-en-twintig (21) dae na datum van verkoping, welke waarborg op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Al die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Uitenhage-Suid.

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

Barid Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14B, Posbus 903, Uitenhage, 6230.

Case 9796/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Lesley Angus Kamies & Others**, Judgment Creditor, and **Mr Sadriddin Ebrahim Khan**, Judgment Debtor

In execution of the judgment of the Magistrate's Court, Mitchells Plain, in the above matter, a sale will be held on Wednesday, 25 October 1995 at 10:00, on site of the immovable property referred to below:

Erf 26079, Mitchells Plain, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, measuring 169 m<sup>2</sup> (one hundred and sixty-nine) square metres, held by Deed of Transfer T29696/90 and subject to such conditions as are contained or referred to therein, also known as 74 Leeuwbeekie Street, Beacon Valley, Mitchells Plain and consisting of one single dwelling with brick walls under a tiled roof, comprising three bedrooms, lounge, kitchen, toilet and bathroom.

The said information is furnished in good faith but is not guaranteed.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth ( $\frac{1}{10}$ ) 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 at the ruling interest rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Mitchells Plain.

Dated at Cape Town on this 28th day of August 1995.

H. C. Strubbings, for Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town, 8001. (Ref. HCS/gr/120354-54291.)

Saak 18386/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **E. P. Kleinhans**, Eerste Verweerder, en **M. E. Kleinhans**, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof, vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 27 Oktober 1995 om 14:15: by die Hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 2685, Mountweg, in die munisipaliteit en afdeling Port Elizabeth, groot 226 (tweehonderd ses-en-twintig) vierkante meter, gehou kragtens Transpotakte T21731/94, ook bekend as Byronweg 2, Kensington, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis is met sinkdak bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer en motorafdek.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 18de dag van September 1995.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. HB de Jager/em.)

Case 19235/92

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 **Henry William Charles Samuels**, Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 11 August 1993, and warrant of execution dated 17 January 1995, the following will be sold in execution on 31 October 1995 at 10:00, at the Court-house being:

Certain land situated at 29 Snapdragon, Lentegeur, Mitchells Plain, Cape, being Erf 10570, measuring 167 (one hundred sixty-seven) square metres, held under Deed of Transfer 3136, dated 22 January 1992, also known as 29 Snapdragon, Lentegeur, 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: *Improved:* Kitchen, lounge, bathroom/toilet and three bedrooms.

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 seventeen comma two five per centum (17,25%) per compounded monthly a tempore morae 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 Creditors 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 12th day of September 1995.

Silberbauers Inc., Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. 103073/Mrs Liebrandt.)

**Case 6803/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN**

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Thembeke Theresa Manata**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 110 Emerald Way, Summer Greens, on Thursday, 26 October 1995 at 12:00, namely:

Erf 4129, Montague Gardens, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent 351 (three hundred and fifty-one) square metres, held by Deed of Transfer T49357/1994, commonly known as 110 Emerald Way, Summer Greens, which property is said, without warranty as to the correctness thereof, to comprise: Four bedrooms, en suite bathroom, bathroom, toilet, dining-room/lounge combined, kitchen and single garage.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

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

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm23219.)

**Saak 16192/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN**

In die saak tussen **Boland Bank Beperk**, Eiser, en **Oscar Antonio Phillips**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 31 Oktober 1994 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 2 November 1995 om 10:00 op die perseel te Infantasingel 34, Strandfontein Village, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 44487, Mitchells Plain, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Mitchells Plain, afdeling Kaap, provinsie van die Wes-Kaap, groot 258 vierkante meter, gehou kragtens Transportakte T38707/1993.

Die volgende inligting word verstrekk, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, twee slaapkamers, kombuis, sitkamer, toilet en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, B. J. Koen, Mulberry Way 2, Strandfontein (Tel. 33-3171.)

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaer- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, B. J. Koen, Mulberry Way 2, Strandfontein (Tel. 33-3171.)

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3095.)

#### Case 21637/95

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

##### **Nedcor Bank Limited, versus Sharifa Mohamed and Magdooa Mohamed**

In pursuance of a judgment dated 23 August 1995 and an attachment on 19 September 1995, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 20 October 1995 at 14:15:

(a) Section 6 as shown and more fully described on Sectional Plan SS204/1994, in the scheme known as Malabar Mews, in respect of the land and building or buildings situated at Malabar, in the Municipality of Port Elizabeth of which the floor area, according to the said Sectional Plan is 57 (fifty-seven) square metres in extent; and

(b) an undivided share in the common property situated at 7 Malabar Mews, Haworthia Drive, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, South, 36 North Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 within a minimum of R200 plus V.A.T.] are also payable on date of sale.

Dated on this the 20th day of September 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

#### Case 4092/94

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

In the matter between **Standard Credit Corporation**, Plaintiff, and **Florence Magdalena Stuurman**, Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Kuils River, dated 5 May 1994 and warrant of execution dated 18 January 1995 the following will be sold in execution at 12:00 on 6 November 1995 at site being:

Certain land situated at 7 Raadt Street, Kuils River, being Erf 503, measuring 706 (seven hundred and six) square metres, held under Deed of Transfer T56223/1994, also known as 7 Raadt Street, Kuils River.

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: Two bedrooms, bathroom, kitchen and lounge.

##### 4. Payment:

4.1 Ten per centum (10%) of the purchase price shall be paid in cash 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 for 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-four comma four eighty-eight (24,488%) per annum from the date of sale to date of registration of transfer;

4.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale or 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 on this 18th day of September 1995.

Silberbauers Incorporated, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Steet, Cape Town. (Ref. Mrs V. Beswick/127443.)

Saak 4867/95

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **I. en S. Dawood**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 12 Junie 1995, en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 6 November 1995 om 09:00:

Erf 3362, Kleinvlei, ook bekend as Onikstraat 4, Forest Heights, Eersterivier, afdeling Stellenbosch, groot 497 vierkante meter, gehou kragtens Transportakte T67836/89.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar, op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

**Datum:** 19 September 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EDN481.)

Saak 4656/95

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **Enock Monwabisi Mayeza**, die eksekuteur van boedel wyle **M. Mayeza**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 15 Junie 1995, en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 6 November 1995 om 09:00:

Erf 10782, Kuilsrivier, ook bekend as Higginsstraat 42, Highbury, Kuilsrivier, afdeling Kaap, groot 469 vierkante meter, gehou kragtens Transportakte T75356/93.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16,25% (sestien komma twee vyf persent) per jaar, op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

**Datum:** 19 September 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN470.)

Case 14586/94

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

In the matter between **Nevside Court Body Corporate**, Plaintiff, and **L. van Solms Marais**, Defendant

In pursuance of a judgment in the Magistrate's Court dated 22 February 1995, the following will be sold in execution on Monday, 30 October 1995 at 11:00, at Flat 1, Nevside Court, Spencer Street, Goodwood:

Section 1, as shown and more fully described on Sectional Plan SS17/93, in the scheme known as Nevside, in respect of the land and building or buildings, situated at Goodwood, in the area of the Transitional Metropolitan Substructure of Goodwood, of which section the floor area, according to the said section plan is 33 (thirty-three) square metres in extent, held by Deed of Transfer ST2155/1993.

An exclusive use area described as Parking P9, measuring 18 (eighteen) square metres, being as such part of the common property, comprising the land and building known as Nevside, in respect of land and building or buildings, situated at Goodwood, in the area of the Transitional Metropolitan Substructure of Goodwood, Western Cape Province, as shown and more fully described on Sectional Plan SS17/93, held under SK6791/1993, known as Flat 1, and Parking Bay P9, Nevside Court, Spencer Street, Goodwood.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Ground floor flat, brick walls, kitchen, bedroom, bathroom and parking bay.

*3. Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

*3.3 interest shall be paid on—*

3.3.1 the amount of Plaintiff's claim at the rate of 15,5% (fifteen comma five per cent) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town this 21st day of September 1995.

G. P. Griffiths, for Arnot Griffiths Rabie & Steyn, Plaintiff's Attorneys, Bank Chambers, 144 Longmarket Street, Cape Town. (Ref. GPG/pw/W21977.)

Case 633/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between **Durity Omega (Pty) Ltd**, alternatively Bredells Northern Cape (Pty) Ltd, Plaintiff, and **Edward Charles Limburgh**, trading as Limburgh Painters, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Northern Cape Division) at Kimberley, and writ of execution dated 2 June 1995, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 2 November 1995 at 10:00:

Certain Erf 12529, situated in the City and District of Kimberley, Province of Northern Cape, measuring 560 (five hundred and sixty) square metres, held by Deed of Transfer T681/1994, known as 33 Sparrow Street, Kimberley.

The improvements consist of a single detached dwelling, but nothing is warranted.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale, the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley, and will be read out immediately prior to the sale.

J. H. Booysen, for Booysen & MacLeod, Plaintiff's Attorneys, Ground Floor, Southern Life Building, Du Toitspan Road, Kimberley.

## Case 17340/94

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **A. H. Adams**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 20 November 1995 at 09:00:

Viz: Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 18393, measuring 203 square metres, held by the Execution Debtor under Deed of Transfer T32621/1991 (dated 3 June 1991), popularly known as 9 Old Nectar Way, Westridge, Mitchells Plain.

The property consists of residence consisting of three bedrooms, bathroom/toilet, lounge and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1980.)

## Case 6661/94

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Bridget I. Diedericks**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 20 November 1995 at 09:00:

Viz: Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 24275, measuring 149 square metres, held by the Execution Debtor under Deed of Transfer T52378/1992 (dated 21 August 1992), popularly known as 1 Fir Street, Tafelsig, Mitchells Plain.

The property consists of brick building, semi-detached massonette, consisting of three bedrooms, kitchen, lounge, bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2073.)

## Case 4905/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Charmaine Majiet**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) dated 18 May 1995, in the above-mentioned matter, a sale by public auction will be held by the Sheriff for the Supreme Court, Wynberg, at 11 Carlow Road, Wynberg, Cape, on Wednesday, 1 November 1995 at 14:00, to the highest bidder subject to the approval of Plaintiff and the conditions which may be inspected at the office of the Sheriff for the Supreme Court, 110 Maynard House, Maynard Road, Wynberg, and will be read before the sale, of the following property owned by Defendant:

Certain Remainder Erf 69512, Cape Town, at Wynberg, situated in the City of Cape Town, Cape Division, measuring 326 square metres, held under Deed of Transfer T10855/1981, situated at 11 Carlow Road, Wynberg, Cape.

Kritzinger & Co., Attorneys for Plaintiff, 24th Floor, Trust Bank Centre, Heerengracht, Cape Town. (Tel. 418-2262.) (Ref. S. A. Aird.)

Case 2079/93

## IN THE SUPREME COURT OF TRANSKEI

In the matter between **Bank of Transkei Limited**, Plaintiff, and **Mnikelo Mageza**, Defendant

The properties known as:

Certain piece of land known as Isipiwo Trading Site 1, being a piece of quitrent land in Administrative Area 28, called Pumlo, situated in the District of Lusikisiki, measuring one thousand six hundred and nineteen (1 619) square metres.

Shall be sold to the highest bidder by the Deputy Sheriff of Lusikisiki, on 2 November 1995 at 11:00, before the offices of the Deputy Sheriff, Lusikisiki.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Lusikisiki.

Dated at Umtata this 18th day of September 1995.

M. B. MDA Inc., Plaintiff's Attorneys, 46 Wesley Street, P.O. Box 978, Umtata. (Ref. MBM/In/Coll.)

Case 2080/93

## IN THE SUPREME COURT OF TRANSKEI

In the matter between **Bank of Transkei Limited**, Plaintiff, and **Jackson Kolisile Mbono**, Defendant

The property known as:

Certain piece of quitrent land known as Nompilo Trading Store in the Administrative Area 21, called Ngobozana, situated in the District of Lusikisiki, measuring two zero zero one (2 001) square metre.

Shall be sold to the highest bidder by the Deputy Sheriff of Lusikisiki, on 12 October 1995 at 11:00, before the offices of the Deputy Sheriff, Lusikisiki.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Lusikisiki.

M. B. MDA Inc., Plaintiff's Attorneys, 46 Wesley Street, P.O. Box 978, Umtata. (Ref. MBM/In/Coll.)

Case 1830/87

## NOTICE OF SALE IN EXECUTION

In the matter between **Transkei National Building Society**, Judgment Creditor, and **Nosipho Esther Qwenga**, Judgment Debtor

The property known as:

Certain piece of land situated in the Township of Ezibeleni, District of Cacadu, is Ezibeleni Township Extension 2, being Erf 2162, Ezibeleni, measuring six hundred and twelve (612) square metres.

Shall be sold to the highest bidder by our ADHOC appointed Messenger of Court, Umtata, on 2 November 1995 at 11:30, in Ezibeleni.

The special conditions of sale may be inspected at the offices of our ADHOC appointed Messenger of Court, 202 Ludidi Building, Madeira Street, Umtata.

John C. Blakeway & Leppan Inc., Attorney for Judgment Creditor, 28 Madeira Street, Umtata. (Ref. Robert Beer/rl/G139/87.)

Case 1631/94

In the matter between **Transkei National Building Society**, Judgment Creditor, and **Seyisi Sydwell Ntongo**, Judgment Debtor

The property known as certain piece of land being Erf 2812, Butterworth Extension 12, situated in the Municipality of Butterworth, District of Geuwa, measuring three four five (345) square metres.

Shall be sold to the highest bidder by our ADHOC appointed Messenger of Court, Umtata, on 26 October 1995 at 11:30, in Butterworth.

The special conditions of sale may be inspected at the offices of our ADHOC appointed Messenger of Court, 202 Ludidi Building, Madeira Street, Umtata.

John C. Blakeway & Leppan Inc., Attorney for Judgment Creditor, 28 Madeira Street, Umtata. (Ref. Mr Robert Beer/rl/C24/94.)

Case 15525/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Miss P. Z. Mkuzo**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 6 January 1995, the following property will be sold on Wednesday, 25 October 1995 at 12:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 18555, East London, Municipality and Division of East London, in extent 1 179 square metres, held under T1281/1994, known as 22 Kitton Road, Haven Hills, East London.

The sale aforesaid will take place at the property itself being 22 Kitton Road, Haven Hills, East London.

*Conditions of sale:*

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.
2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.
3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
4. The following information is furnished, but not guaranteed: A conventional dwelling under concrete tiles comprising lounge, three bedrooms, two bathrooms, dining-room and kitchen.

Dated at East London on this 27th day of September 1995.

C. R. R. Kay, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W24634.)

**Case 7945/93**

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

In the matter between **Southern Life Property Holdings Limited**, Judgment Creditor, *versus* **Basil Harvey**, trading as Basil Harvey and Company, Judgment Debtor

The following will be sold in execution on 26 October 1995 at 14:00, at 14 Bocker Way, Tokai:

Erf 4044, Constantia, situated in the Area of the Transitional Metropolitan Substructure of Constantia, Cape Division, in the Province of the Western Cape, measuring 1 135 (one thousand one hundred and thirty-five) square metres, held under Deed of Transfer 38522/1984 dated 26 July 1984, situated at 14 Bocker Way, Tokai.

1. The following improvements are reported but not guaranteed: Brick dwelling consisting of approximately three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, double garage (flatlet), two rooms, bathroom and swimming-pool.
2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,5% (fifteen comma five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. DJM/lw/100179.)

**Case 3369/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Orchid Homes Finance**, Plaintiff, and **S. D. de Villiers**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 28 April 1995, and a warrant of execution dated 28 April 1995, a sale in execution will be held on Wednesday, 20 October 1995 at 11:45, on the spot at 1 Suikerbossie Street, Forest Village, Blue Downs, when the property there situated will be sold by the Sheriff of the Court, Bellville.

The property to be sold is more fully described as: Erf 2010, Blue Downs, in extent 552 square metres, held by Deed of Transfer T16409/1989.

1. *Conditions of sale:*

- 1.1 The property will 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.
- 1.2 The following improvements on the property are reported, but nothing is guaranteed, namely a single dwelling built of brick walls under tiled roof comprising of three bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:*

- 2.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Sheriff of the Court or as the auctioneer may arrange.
- 2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers.
- 2.3 Interest shall be paid on:
  - 2.3.1 The amount of Plaintiff's claim at the rate of eighteen per cent (18%) per annum for each month or part thereof from the date of sale to date of registration of transfer.
  - 2.3.2 Interest shall further be paid on any preferent creditor's claim at the application rate from the date of sale to date of registration of transfer.

2.4 All amounts mentioned in clauses 2.2 and 2.3 above are to be secured by the purchaser by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 29 Northumberland Street, Bellville.

Dated at Mitchells Plain this 15th day of September 1995.

Geustyn Möller, First Floor, Allegro Lane, Town Centre, Mitchells Plain. (Ref. COLL/kb/0258-016.)

Saak 10588/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **David John Barnard**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 15 Mei 1995 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 27 Oktober 1995 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/balju by die veiling uitgelees sal word:

Erf 1523, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 991 vierkante meter, gehou kragtens Transportakte T27530/92, ook bekend as A. G. Visserlaan 29, Overbaakens, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer/kombuis en twee badkamers.

Die eiendom kan geïnspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734.)

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans/koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734.)

**Datum:** 20 September 1995.

Greyvensteins Ing., St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z26802.)

Saak 1329/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Johnny Joseph Brown**, Eerste Verweerder, en **Gertrude Katheleen Brown**, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Woensdag, 18 Oktober 1995 om 10:00, by Jansenstraat 683, Uitbreiding 8, Mosselbaai, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 10183, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, Provinsie Wes-Kaap, groot 290 (tweehonderd en negentig) vierkante meter. Verbeter.

**Verkoopvoorwaardes:**

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een tiende van die koopprys moet in kontant of deur middel van 'n bank gewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n bank- of bouverenigingwaarborg binne veertien (14) dae na die veilingdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Balju, Mosselbaai.

Erasmus & Moolman, Prokureurs vir Vonnisskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

Saak 4608/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Richards of George CC**, Eksekusieskuldeiser, en **G. Delpont**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie gedateer 28 Junie 1995, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 27 Oktober 1995 om 10:00, te die Landdroshof, St Johnstraat, Oudtshoorn, naamlik:

Erf 7428, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot 897 (agthonderd sewe-en-negentig) vierkante meter, gehou kragtens Transportakte T86682/93.

**Verbeterings:** Woonhuis bestaande uit drie slaapkamers, eetkamer, sitkamer, kombuis, badkamer, aparte toilet, enkel motorhuis en stoorkamer.

**Verkoopvoorwaardes:**

1. Die verkoping is onderhewig aan die bepalinge van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalinge van artikel 66 van die bogemelde wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 16,25% (sestien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 (veertien) dae vanaf datum van veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelasting en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprys, tensy die Vonnisiskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisiskuldenaar verkoop sou word nie en volledig die redes uiteengesit waarom die verkoping van die eiendom deur die Vonnisiskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof Oudtshoorn, sowel as by die kantore van Francois van Zyl, Fair Trustgebou, Courtenaystraat, George.

Gedateer te George op hede die 26ste dag van September 1995.

Francois van Zyl, Suite 1, Fairtrustgebou, Courtenaystraat, George, 6530. [Tel. (0441) 74-3603.] (Verw. FVZ/RDL/mfd/R 005.020.)

Case 1075/94

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

In the matter between **Vadek Paint**, Execution Creditor, and **H. Draai**, trading as **Henkins Painting Contractors**, Execution Debtor

In execution of a judgment of the Magistrate's Court, for the District of George, and a warrant of execution, dated 6 December 1994, the following property will be sold in execution on 27 October 1995 at 11:00, at the Magistrate's Court, St John Street, Oudtshoorn, namely:

Erf 1749, Dysseldorp, in the Municipality and Division of Dysseldorp, in the extent 1 200 (one thousand two hundred) square metres, held by Deed of Transfer T27346/92.

*Improvements:* One dwelling.

*Conditions of sale:*

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, and the Act proclaimed thereunder. The property shall be sold voetstoots and shall be subject to the conditions of the existing deed of transfer. The highest bidder shall be the purchaser subject to the provisions of section 66 of the aforementioned Act.

2. 10% (ten per centum) of the purchase price must be in cash or bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) 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 (fourteen) days of the sale.

3. The purchaser will be liable for all transfer duties, transfer costs, outstanding rates and taxes as well as the rates and taxes for the current year and auctioneer's commission.

4. Value-Added Tax will be payable on the purchase price unless the Execution Debtor prior to the auction deliver to the auctioneer and the Sheriff a written declaration that the sale of the property is not taxable in terms of Value-Added Tax in the event of the Execution Debtor sold the property and include full reasons why the sale of the property by the Execution Debtor would not be taxable in terms of Value-Added Tax.

5. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff, Oudtshoorn, as well as the offices of the Execution Debtor's attorney, Francois van Zyl, Fairtrust Building, Courtenay Street, George.

Dated at George on this 26th day of September 1995.

Francois van Zyl, Suite 1, Fairtrust Building, Courtenay Street, George, 6530. [Tel. (0441) 74-3602.] (Ref. FVZ/RDL/mfd/V 026.001.)

Saak 586/95

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

In die saak tussen **George Hi-Way Nissan**, Eksekusieskuldeiser, en **L. Ruitters**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie, gedateer 8 Augustus 1995 sal die volgende eiendom in eksekusie verkoop word op Donderdag, 26 Oktober 1995 om 10:00, te die Perseel, Krisantstraat 11, Lavalia, George, naamlik:

Erf 14338, George, in die munisipaliteit en afdeling George, groot 600 (seshonderd) vierkante meter, gehou kragtens Transportakte T440/90.

*Verbeterings:* Woonhuis bestaande uit drie slaapkamers, eetkamer, sitkamer, kombuis, badkamer, aparte toilet en enkel motorhuis.

*Verkoopvoorwaardes:*

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 16,25% (sestien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 (veertien) dae vanaf datum van veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelasting en heffings vir die huidige jaar en afslaskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprys, tensy die Vonnisiskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees, indien dit deur die Vonnisiskuldenaar verkoop sou word nie en volledig die redes uiteengesit waarom die verkoping van die eiendom deur die Vonnisiskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat 36A, George, sowel as by die kantore van Francois van Zyl, Fairtrustgebou, Courtenaystraat, George.

Gedateer te George op hede die 22ste dag van September 1995.

Francois van Zyl, Suite 1, Fairtrustgebou, Courtenaystraat, George, 6530. [Tel. (0441) 74-3603.] (Verw. FVZ/RDL/mfd/G 009/058.)

Saak 1210/94

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

In die saak tussen **F. Brink**, Eiser, en **N. Lekota**, Verweerder

Ter uitvoering van 'n uitspraak in die bogemelde Agbare Hof, sal die volgende onroerende eiendom naamlik Erf 16480, Paarl, geleë in die munisipaliteit en afdeling Paarl, geleë te Areastraat 12, Paarl-Oos, in eksekusie verkoop word op 23 Oktober 1995 om 11:00, by die perseel geleë te Areastraat 12, Paarl-Oos.

Die volle voorwaardes van verkoop sal uitgelees word voor die geregtelike verkoping en kan te enige tyd geïnspekteer word by die kantore van die Balju.

Gedateer te Wellington op hierdie 14de dag van September 1995.

Ingwersen, Feenstra & Marais, Kerkstraat 5, Wellington.

Case 11364/95

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Ariff Ahmed Haffeejee, Shamshunisa Rabla Haffeejee and Khalid Khan**

The following property will be sold in execution by public auction held at 15 Limerick Road, Crawford, to the highest bidder on 12 October 1995 at 12:00:

Remainder Erf 38709, Cape Town, at Athlone, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 480 (four hundred and eighty) square metres, held by Deed of Transfer T42279/94, situated at 15 Limerick Road, Crawford.

##### Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A development consisting of building comprising three shops and outside toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 4th day of September 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case 6732/95

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

**Nedcor Bank Limited** *versus* **Dennis Rhoda**, married in community of property to **Sharon Jennifer Rhoda**

*The property:* Erf 41655, Mitchells Plain, situated in the Municipality of Cape Town, Cape Division, in extent 231 square metres, situated at 22 Simonsberg, New Tafelsig, Mitchells Plain.

*Improvements* (not guaranteed): Three bedrooms, lounge, kitchen and bathroom/toilet.

*Date of sale:* 26 October 1995 at 09:00.

*Place of sale:* Magistrate's Court, Mitchells Plain.

**Material conditions:** The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain South, at 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

Dated at Claremont the 27th day of September 1995.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

**Case 9838/91**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **Weblin CC**, Execution Creditor, and **Mr F. J. Bruwer**, trading as Assura, Execution Debtor

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 14 November 1994, the following properties will be sold on Friday, 20 October 1995 at 09:00, at the main foyer of the Magistrate's Court, Lower Buffalo Street, East London, to the highest bidder, subject to the bid exceeding the balance owing on the mortgage bond registered over the property as well as any additional costs which might be payable in terms of the conditions of sale:

Vacant plot situated at 8A Elf Street, Beacon Bay, East London.

Erf 3435 (a portion of Erf 1276), Beacon Bay, Municipality of Beacon Bay, Division of East London, measuring 2 045 square metres, held by Deed of Transfer T337/1984; and

Remaining Extent of Erf 1276, Beacon Bay, Municipality of Beacon Bay, Division of East London, measuring 2 687 square metres, held by Deed of Transfer T1092/1976.

**Conditions of sale:**

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished by the Plaintiff's attorneys within 14 (fourteen) days of the date.

2. The property shall be sold voetstoots and shall be subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Execution Creditor's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at East London this 20th day of September 1995.

Mathie Meyer & Gravett, Execution Creditor's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Gravett.)

**NATAL**

**Case 20123/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Piccioli, Elizabeth**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution dated 18 November 1994, the property listed herein will be sold in execution on Friday, 27 October 1995 at 10:00, in front of the Magistrate's Court, Court-house Road, Port Shepstone, by the Sheriff of the Supreme Court, Port Shepstone, to the highest bidder:

Certain Lot 263, Marina Beach Extension 1, situated in the Marina Beach Health Committee Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, measuring 1 015 (one thousand and fifteen) square metres, situated on 21 Prince Edward Road, Marina Beach.

The Plaintiff described the improvements on the property as set out hereunder, but no warranties are given in respect thereof: Vacant stand with no improvements.

**Terms:** The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff of the Supreme Court within thirty (30) days after the date of sale.

If transfer of the property is not registered within 60 days after the sale, the purchaser shall be liable for payment on interest to the Plaintiff at 25,5% (two five comma five per cent) per annum and to the bondholder at the rate applicable to the bond on the respective amounts of the award to the Plaintiff and the bondholder in the plan of distribution as from the expiration of one month after the date to date of transfer.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court at 20 Riverview Road, Sunwich Port, Port Shepstone [Tel. (0391) 8-3303].

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street; P.O. Box 367, Kempton Park. [Tel. (011) 970-1000/6.] [Fax. (011) 394-1987.] (Ref. Mr Zkatz/mr.)

Saak 3809/91

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

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Boizi William Maphanga**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 11 September 1995, sal die ondervermelde eiendom op 25 Oktober 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit F1680, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop, maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 18de dag van September 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 1355/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Russell Howard Pearce**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 15 April 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 20 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 62 Caversham Road, Pinetown, namely:

Subdivision 5 of Lot 1593, Kloof, situated in the Borough of Kloof, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 800 (one thousand eight hundred) square metres, which property is physically situated at 15 Everton Road, Kloof, 3600, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T8900/92.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, family room, bathroom/toilet, four bedrooms, bathroom/toilet/shower, kitchen, laundry and pantry. **Outbuildings:** Two garages, staff-room and toilet/shower.

**Zoning:** The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

**Terms:** The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 31st day of August 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/030400/Mrs Chelin.)

Case 1472/95

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **Edward Tex Reid**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 6 July 1995, the immovable property described as:

Lot 2067, Margate Extension 3, situated in Margate Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 018 square metres, held under Deed of Transfer T27268/94, and situated in Livingstone Road, Margate Extension 3.

Will be sold in execution on Friday, 20 October 1995 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT, where applicable, and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and tile, consisting of small courtyard, open plan lounge and kitchen, single garage, servant's toilet, washbasin and shower, verandah, two bedrooms and two bathrooms (main en suite).

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

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N287/01N209623.)

Case 1602/95

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

In the matter between **NBS Bank Limited**, No. 87/01384/06, Plaintiff, and **Sojaken CC**, No. CK 86/022073/23, Defendant

In pursuance of judgment granted on of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 17 July 1995, the immovable property described as:

(a) Subdivision 12 of Lot 32, Sanlameer, situated in the Development Area of Sanlameer, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 183 square metres; and

(b) a one sixteenth ( $\frac{1}{16}$ ) share in and to the Remainder of Lot 32, Sanlameer, situated, situated in the Development Area of Sanlameer, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 4 307 square metres, held under Deed of Transfer T4658/87, and situated in Amanzi Road, Sanlameer, will be sold in execution on Friday, 20 October 1995 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach Inc., the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest-bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amount whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: Unit under brick and tile, consisting of:

*Upstairs:* Two bedrooms, two bathrooms (one main en suite).

*Downstairs:* Open-plan lounge, kitchen and dining-room, main en suite, undercover verandah with braai area, small enclosed courtyard and undercover parking.

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

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N293/01N209629.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Visvanathan Naidoo**, First Defendant, **Sadasivan Shanmugam**, Second Defendant, and **Govindamma**, Third Defendant

In pursuance of judgment of the Magistrate's Court for the District of Chatsworth, dated 27 May 1994, the immovable property listed hereunder will be sold in execution on 31 October 1995 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

*Property description:* Subdivision 1 of Lot 115, Umhlathuzana, situated in the City of Durban, Administrative District of Natal, in extent 3 003 (three thousand and three) square metres.

*Postal address:* 72 Collier Avenue, Umhlathuzana Township, Chatsworth, Natal (street address).

*Improvements:* Four partly single, partly double brick dwellings under tiled roof comprising:

*First dwelling:* Three bedrooms (all carpeted with built-in cupboards, one en suite), upstairs bedroom (carpeted with en suite and built-in cupboards), lounge (carpeted), dining-room (tiled), passage (tiled), kitchen (built-in cupboards, tiled), pantry (tiled), bathroom/toilet (tiled), toilet (tiled), laundry/washing area, balcony (tiled), verandah (tiled) and stairs. Paved yard, pine ceilings, burglar guards. *Basement:* Garage, room and toilet, driveway tarred, facebrick boundary walls, stairway to garage tiled and entrance to kitchen tiled.

*Second dwelling:* Three bedrooms (all carpeted two with built-in cupboards, one en suite), upstairs bedroom (carpeted with en suite and built-in cupboards), lounge (carpeted), dining-room (tiled), kitchen (built-in cupboards, tiled), bathroom with shower (tiled), toilet (tiled), balcony (tiled), verandah (tiled), stairway (tiled), paved courtyard, pine ceilings, burglar guards. *Basement:* Garage and room, driveway tarred and entrance to kitchen tiled.

*Third dwelling:* Three bedrooms (carpeted) upstairs bedroom (carpeted with en suite), passage (carpeted), lounge (carpeted), dining-room (floor carpeted, walls tiled), kitchen (built-in cupboards, tiled), toilet (tiled), bathroom/toilet (tiled), pine ceilings, burglar guards, balcony (tiled), verandah (tiled), carport, brick boundary walls and driveway tarred.

*Fourth dwelling:* Three bedrooms (carpeted, built-in cupboards), upstairs bedroom (carpeted with en suite and built-in cupboards), lounge (carpeted), dining-room (tiled), kitchen (built-in cupboards, tiled), bathroom/toilet (tiled), toilet (tiled), passage (carpeted), pine ceilings, burglar guards, enclosed wash area, brick boundary walls, paved yard, balcony, two-car garage with courtyard and driveway tarred.

Property has a bridge leading to houses. Well laid out gardens, tarred parking area. Sectional title plans have been prepared.

Nothing is guaranteed in respect of the above.

1. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

2. The balance of the purchase price is payable against transfer to be secured by a bank or building society guaranteed approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of the sale.

3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

4. Transfer shall be effected by Van Onselen O'Connell, the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale be for inspected at the office of the Sheriff, Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan, Chatsworth.

Dated at Durban on this 29th day of September 1995.

Van Onselen O'Connell, Plaintiff's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mr Franke/bvr/17N002052.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Premdutt Ramsuraj**, First Defendant, and **Mrs Premila Ramsuraj**, Second Defendant

In execution of judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 15 November 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban North, on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 20 October 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 15 Milne Street, Durban, namely:

Subdivision 6 (of 1) of Lot 4315, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent one thousand one hundred and fifty-four (1 154) square metres (formerly known as Subdivision A of 1 of B of 296 of the farm Klein Zeekoe Valle 803, which property is physically situated at 39 Palmiet Road, Clare Estate, Durban, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T17570/87.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of two lounges, dining-room, study, kitchen, two bath/toilet, bath/shower/toilet, toilet and five bedrooms.

*Outbuildings:* Two staffrooms and toilet/shower.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 6th 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) 301-7614/5.] (Ref. CMK/A332/039828/Mrs Chelin.)

Case 00707/94

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, t.a. Allied Bank, Plaintiff, and **Muniamma**, First Defendant, and **David Morris Valayuthum**, Second Defendant

In pursuance of judgment granted on 9 August 1994, in the Court of the Magistrate, Durban and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 26 October 1995 at 10:00, at the front of the Magistrate's Court, north-facing entrance, Durban:

*Description:* Lot 1796, Merewent, situated in the City of Durban, Administrative District of Natal, in extent 224 (two hundred and forty-four) square metres.

*Street address:* 48 Indore Road, Merebank, Wentworth.

*Improvements:* Brick and asbestos dwelling comprising:

*Main building:* Lounge, two bedrooms, kitchen, toilet and bathroom.

*Outbuilding:* Brick and asbestos consisting of garage, converted to room, room and toilet and shower. (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 1994, 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 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, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 12th day of September 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs Radford/Z22266.)

Case 929/95

#### IN THE SUPREME COURT OF SOUTH AFRICA (Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, No. 86/04794/06, Plaintiff, and **Mr Subash Dowlath**, First Defendant, and **Mrs Jaylalitha Alwar Dowlath**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 29 March 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban North on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 20 October 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 15 Milne Street, Durban, 4001, namely:

(a) Section 78 as shown and more fully described on Sectional Plan SS86/94, in the scheme known as Blue Jade in respect of the land and building or buildings situated at City of Durban, of which section the floor area, according to the said sectional plan, is 91 (ninety-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;

which property is physically situated at 106 Blue Jade, 50 Summit Drive, West Riding, Durban, 4091, and which property is held by the above-named Defendants under and by Virtue of Deed of Transfer ST10392/94.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two toilets.

*Zoning:* The property is zoned for special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban 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. (Docex. 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/009645/A332/Mrs Chetty.)

Case 37169/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Roychand Mohanlall**, First Defendant, and **Reenawathee Mohanlall**, Second Defendant

In pursuance of a judgment granted on 28 August 1990 in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 31 October 1995 at 10:00, at the front entrance of the Magistrate's Court, Justice Street, Chatsworth:

*Description of property:* Subdivision 151 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and thirty-four (934) square metres.

*Physical address:* 8 Greenview Road, Silverglen.

*Improvements:* Brick under tile roof dwelling comprising of six bedrooms, lounge, dining-room, kitchen tiled with built-in-cupboards, two toilets/bathroom and toilet.

*Outbuildings:* Garage, two rooms, kitchen and toilet/bathroom.

Fenced property with tared yard/driveway.

*Zoning:* Residential.

Nothing in the above is guaranteed.

The purchaser shall be required to pay a ten per centum (10%) deposit of the purchase price and the auctioneers commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days after date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff, Chatsworth, Magistrate's Court, 12 Oak Avenue, Kharwastan.

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

Livingston Leandy Inc., Plaintiff's Attorneys, 9 12th Floor, First National Bank Building, corner of Field Streets and Smith Streets, Durban. (Ref. Mrs Perumaul/CG/42N960054.)

Case 10063/93

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

In the matter between **First National Bank of South Africa Limited**, Judgment Creditor, and **Bungwana Johannes Sithole**, First Judgment Debtor, and **Thokozile Gladys Sithole**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Pietermaritzburg, dated 17 May 1993, the following immovable property will be sold in execution on Friday, 20 October 1995 at 11:00, at the Sheriff's Salesroom, at 277 Berg Street, Pietermaritzburg, to the highest bidder:

*Property description:* Subdivision 402 of Lot 1683, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and fifty-six (556) square metres.

The following information is furnished regarding the property, but is not guaranteed:

*Physical address:* 124 Turnbull Road, Ridgepark, Pietermaritzburg, Natal.

*Improvements:* Single-storey dwelling, brick under tile, lounge, dining-room, kitchen, three bedrooms, bathroom, two w.c.'s and carport.

*Material conditions of sale:*

The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, P.O. Box 1407, Pietermaritzburg, 3200 and interested parties may contact the Execution Creditor which may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 13rd day of September 1995.

C. J. G. Rosettenstein, for Lister & Lister, Attorneys for Judgment Creditor, 11th Floor, United Building, 194 Longmarket Street, Pietermaritzburg, 3201; P.O. Box 144, Pietermaritzburg, 3200. (Ref. Mr Rosettenstein/F5359.)

Case 4718/93

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

In the matter between **Boland Bank Limited**, Plaintiff, and **Specks (Pty) Limited**, First Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 10 March 1995, the writ of execution the immovable property listed hereunder will be sold in execution on Friday, 27 October 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 82 (of 78) of Lot 3098, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 595 (five hundred and ninety-five) square metres (4 Sunwood Lodge, Sunwood Place, Pietermaritzburg).

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 21,25% (twenty-one comma two five per centum) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. B889L/gd.)

Case 53349/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Johnny Reddy**, Defendant, and **Neela Reddy**, married in community of property, Defendant

In pursuance of a judgment in the above action, the property listed hereunder will be sold in execution on Tuesday, 24 October 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Subdivision 116 of Lot 316, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 1 167 square metres.

Postal address: 23 Mogul Crescent, Effingham Heights, Durban.

Improvements: Dwelling consisting of face brick—tile, lounge, dining-room, TV-room, hob and extractor fan oven, scullery, kitchen, laundry room, servant quarters, en suite bathroom toilet, shower, bedroom, toilet, washbasin and shower, double lock-up garage, two main en-suite, shower, washbasin and toilet, balcony, main ensuite jacuzzi, shower, washbasin, toilet and bedroom.

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% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

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

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 1572/94

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

In the matter between **The Borough of Estcourt** (now Estcourt/Wembezi Transitional Council), Execution Creditor, and **Aniel Matabadal**, First Execution Debtor, and **Praneetha Matabadal**, Second Execution Debtor

In pursuance of a judgment granted in the above Honourable Court on 7 November 1994 and a warrant of execution issued thereafter, the undermentioned property will be sold in execution to the highest bidder on Monday, 23 October 1995 at 10:00, in front of the Magistrate's Court, Estcourt, on conditions which will be read out by the Sheriff before the sale and which conditions are in possession of the Sheriff and may be inspected at the Sheriff's Office, 142 Connor Street, Estcourt, namely:

Lot 413, Estcourt Extension 1, situated in the Estcourt/Wembezi Transitional Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 064 (two thousand and sixty-four) square metres and which property is held by the Execution Debtors under and by virtue of Deed of Transfer T3081/1993, situated at 40 Brewitt Road, Estcourt, KwaZulu/Natal.

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

*Zoning:* Residential.

*Improvements* (the accuracy hereof is not guaranteed): Single-storey dwelling-house, brick under corrugated iron, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and toilet and incomplete building alterations in progress.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Estcourt on 23 October 1995 at 10:00, in front of the Magistrate's Court, Estcourt.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid subject to the conditions of sale as follows:

3. (a) 10% (ten per cent) deposit of the purchase price together with the Sheriff's commission, in cash, upon conclusion of the sale.

3. (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 14 (fourteen) days of the date of sale together with costs of transfer and transfer duty.

3. (c) The balance of the purchase price together with interest at 16% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from the date of sale to the date of transfer, both dates inclusive, to be secured within 14 (fourteen) days after the date of the sale, by acceptable guarantee.

4. The Plaintiff, the Defendants and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Estcourt.

Dated at Estcourt on 1 September 1995.

Carel van der Merwe & Partners, Attorneys for Plaintiff, 111 Connor Street, Estcourt, 3310. (Ref. B335coll/IVR.)

**Case 2175/95**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Shamla Ramghulam**, Defendant

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 27 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

*Description:* Lot 852, Westham, situated in the City of Durban, Administrative District of Natal, in extent 200 square metres.

*Postal address:* 257 Lenham Drive, Lenham, Phoenix.

*Improvements:* Block under tile double storey dwelling comprising downstairs: Kitchen, lounge and toilet. Upstairs: Three bedrooms and bathroom.

*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 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 Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban.

**Case 4056/92**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **R. Naidoo**, Plaintiff, and **V. Naidoo**, Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Lower Tugela and a writ of execution dated 23 February 1993, the following immovable property will be sold in execution by the Sheriff of the Court, Chatsworth, on 31 October 1995 at 10:00, at the front entrance to the Magistrate's Court Building at Chatsworth:

Subdivision 308 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 3 218 square metres.

*Improvements:* Brick/block under asbestos roof dwelling comprising upstairs, lounge fully carpeted, kitchen and laundry. Downstairs: Three bedrooms fully carpeted, toilet, wash basin and bath tub separate and separate garage.

Nothing in this respect is guaranteed.

*Situation:* 49 Greendale Road, Silverglen.

*Material conditions:*

1. 10% (ten per cent) of the purchase price plus the Sheriff's commission shall be paid in cash immediately after the sale and the balance shall be secured within fourteen (14) days after the sale.

2. The property will be sold voetstoots to the highest bidder.

3. The sale shall be subject to the provisions of the Magistrates' Courts Act and the rules made thereunder.

4. The full conditions of sale shall be available for inspection at the offices of the Plaintiff's attorneys and Sheriff of the Court, Chatsworth.

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

Krish Pundit, Plaintiff's Attorney, Suite 11, Jay Krishna Centre, 134/6 Rood Street, Stanger, 4450. (Ref. K. Pundit/SA.)

Saak 4305/94

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

In saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Samuel Hendros Sibusiso Mfusi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 11 September 1995, sal die ondervermelde eiendom op 25 Oktober 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, gereguleer aan die hoogste bieder vir kontant verkoop word, naamlik:

**Sekere:** Unit C91, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 18de dag van September 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 39/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Rabilali Sewparsingh, First Defendant**, and **Mrs Kumalpathy Sewparsingh, Second Defendant**

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division, on 10 February 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda Area 1 at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 20 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 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, namely:

Lot 696, Caneside, situated in the City of Durban, Administrative District of Natal, in extent 420 square metres, which property is physically situated at 11 Spurside Road, Caneside, Phoenix 4068, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T10802/92.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under asbestos dwelling consisting of lounge, kitchen, bathroom/toilet, shower/toilet, toilet, three bedrooms and two garages.

**Zoning:** The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

**Terms:** The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 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/A332/007572/Mrs Chelin.)

Case 6388/95

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Manqoba Nimrod Mabaso**, Defendant

In pursuance of judgment granted on 31 July 1995, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 October 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

**Description:** Site 1288, Ohlanga, situated in the Ohlanga Township, District of Verulam, in extent three hundred and sixty-nine (369) square metres.

**Postal address:** Site 1288, Ohlanga.

**Improvements:** Block under asbestos dwelling, comprising two bedrooms, lounge, kitchen, toilet, no bathroom and water and lights facilities.

Held by the Defendant in his name under Deed of Transfer GF15051/1992.

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 Road, Verulam.

Dated at Umhlanga Rocks this 22nd day of September 1995.

Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320, P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.] (Ref. PAJ/Id/K221:K100-0159.) C/o Henry Francis J. P., 23 Realty Centre, Umdloti Main Road, Verulam; P.O. Box 610, Umhlanga Rocks, 4320. (Tel. 561-1011.)

**Case 6391/95**

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Norman Tusesi Ndlovu**, Defendant

In pursuance of judgment granted on 7 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 27 October 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* Site 1145, Ohlanga, situated in the Ohlanga Township, District of Verulam, in extent five hundred and nine (509) square metres.

*Postal address:* Site 1145, Ohlanga.

*Improvements:* Block under asbestos consisting of two bedrooms, lounge, kitchen, toilet outside, no bathroom and no water and lights.

Held by the Defendant in his name under Deed of Transfer TF14729/1991.

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 Road, Verulam.

Dated at Umhlanga Rocks this 21st day of September 1995.

Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320, P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.] (Ref. PAJ/Id/K225:K100-0163.) C/o Henry Francis J. P., 23 Realty Centre, Umdloti Main Road, Verulam; P.O. Box 610, Umhlanga Rocks, 4320. (Tel. 561-1011.)

**Case 6853/95**

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Zithulele Samson Cofu**, Defendant

In pursuance of a judgment 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 27 October 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* Site 620, Ohlanga, situated in the Ohlanga Township, District of Verulam, in extent three hundred and thirty (330) square metres, postal address, Site 620, Ohlanga.

*Improvements:* Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet outside, no bathroom, water and lights facilities held by the Defendant in his name under Deed of Transfer GF12911/90. 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 21st day of September 1995.

A. J. M. Pearse, 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) 56-11011.] (Ref. PAJ/d/K231: K100-0169.) C/o Henry Francis J. P., 23 Realty Centre, Umdloti Main Road, Verulam; P.O. Box 610, Umhlanga Rocks, 4320. (Tel. 56-11011.)

Case 6867/95

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Zackaria Mjabulelwa Ndaba**, Defendant

In pursuance of a judgment 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 27 October 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* Site B23, Inanda, situated in the Inanda New Town Area, District of Verulam, in extent seven hundred and five (705) square metres, postal address, 23 Unit B, Inanda.

*Improvements:* Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet outside, no bathroom, water and lights facilities, held by the Defendant in his name under Deed of Transfer 5156. 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 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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 21st day of September 1995.

A. J. M. Pearse, 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) 56-11011.] (Ref. PAJ/d/K234: K100-0172.) C/o Henry Francis J. P., 23 Realty Centre, Umdloti Main Road, Verulam; P.O. Box 610, Umhlanga Rocks, 4320. (Tel. 56-11011.)

Saak 1954/94

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

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Hlwempi David Khumalo**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 11 September 1995, sal die ondervermelde eiendom op 25 Oktober 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 90, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, 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 19de dag van September 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Nanan Hurdeen**, First Defendant, and **Nanan Hurdeen N O**,  
Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 29 July 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Inanda, Area 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 20 October 1995, on 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff, and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

1. Lot 568, Castlehill, situated in the City of Durban, Administrative District of Natal, in extent two hundred and one (201) square metres.

2. Lot 569, Castlehill, situated in the City of Durban, Administrative District of Natal, in extent two hundred and one (201) square metres,

which property is physically situated at 22 Hilldale Drive, Newlands West, 4051, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T17164/87.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

*Zoning:* The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the 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 the sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 31st day of August 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Docex 71.) (Ref. CMK/016/034647/Mrs Chetty.)

Saak 2560/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Hamilton Mntukayiboni Mnguni**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 23 Mei 1995 sal die ondervermelde eiendom op 24 Oktober 1995 om 10:00, te die Landdroshof, Nqutu, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 131, Mondlo, distrik Nqutu.

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, Dundee, 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 7de dag van September 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 4775/95

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 **Mr Wellington Bhukumuzi Msane**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 31 July 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, of Durban South on the steps of the Supreme Court, Durban, on Friday, 20 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 21 Stafmayer House, Beach Grove, Durban, namely:

(a) Subdivision 1 of Lot 381 Bluff, situated in the City of Durban, Administrative District of Natal, province of KwaZulu/Natal, in extent 1 024 (one thousand and twenty-four) square metres, which property is physically situated at 1 Tomich Avenue, Bluff, 4053, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T35791/94.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, toilet/shower, porch and scullery. **Outbuildings:** Garage, staff-room, shower/toilet and pool.

**Zoning:** The property is zoned for special Residential purposes and enjoys no special consents in respect of its zoning.

**Terms:** The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 30th day of August 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex. 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/U072/013263/Mrs Chelin.)

#### Case 1611/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD A PORT SHEPSTONE

In the matter between **NBS Bank Limited**, No. 87/01384/06, Plaintiff, and **Edward Tex Reid**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Port Shepstone, and the warrant of execution issued pursuant thereto on 17 July 1995, the immovable property described as:

Lot 341, Shelly Beach, situated in the Margate Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 185 square metres, held under Deed of Transfer T23516/94, and situated at corner of Hector Street and Lanyon Road, Shelly Beach, will be sold in execution on Friday, 20 October 1995 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

*The material terms and conditions of the sale are as follows:*

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: Dwelling under brick and tile consisting of single garage (with toilet, washbasin and shower), open plan lounge, kitchen and dining-room, two bedrooms, two bathrooms (main-en-suite).

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

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N288/01N209624.)

#### Case 1005/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Kalwarajh Naidoo**, First Execution Debtor, and **Devagie Naidoo**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Chatsworth, and reissued writ of execution dated 21 July 1995, the property listed hereunder will be sold in execution on 31 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth, to the highest bidder:

Lot 2617, Shallcross (Extension 3), situated in the Development Area of Shallcross, Administrative District of Natal, in extent two thousand and eighty-three (2 083) square metres.

Postal address: 11 Sunset Walk, Shallcross, 4092.

*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, kitchen, three bedrooms, one and a half bathroom, shower, three w.c.'s, entrance/porch and parking.

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 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 for Chatsworth. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 18th 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/N012/256.)

**Case 20758/94**

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Pravinkumar Hurrilal Parbhoo**, Defendant

In pursuance of a judgment granted on 11 May 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, a one quarter share in, and to the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 October 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Newcastle, Natal:

*Description:* Subdivision 13 (of 1) of Lot 1119, Newcastle, situated in the Borough of Newcastle, Administrative District of Natal, in extent 1 143 square metres.

*Street address:* 7A Boundary Road, Newcastle, Natal.

*Improvements:*

*Main building:* A single-storey dwelling under iron roof, lounge cum dining-room, kitchen, four bedrooms, bathroom and toilet.

*Outbuildings:* Ancillary unit comprising two rooms, single garage and wire fencing around property.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

*Town-planning zoning:* 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, and the rules made thereunder.

2.1 The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within 21 (twenty-one) days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Execution Creditor and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed on the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s 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.

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

Dated at Durban on this the 1st day of September 1995.

R. E. Easton-Berry, for Johnston Easton-Berry, Plaintiff's Attorneys, 801 Norwich Life House, 9 Gardiner Street, Durban. (Ref. R. Easton-Berry/EVV/03S005319.)

**Case 4200/95**

#### 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 **Neil Leonard Martin Brisset**, 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:* Section 94, as shown and more fully described on Sectional Plan SS186/1985, in the scheme known as Kings Lynn, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which section the floor area according to the said sectional plan is 57 (fifty-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 under Deed of Transfer ST4527/1994.

*Physical address:* Flat 108, Kingslynn, St Andrew's Street, Durban, Natal.

**Zoning: Special Residential.**

The property consists of the following: Bachelor flat comprising an entrance hall, lounge/dining-room, bathroom/toilet, kitchen and sleeping recess.

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, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 1st day of September 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7764/mvr.)

**Case 2242/95**

**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 **Perumal Chetty**, First Defendant, and **Theresa Chetty**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 20 October 1995 at 10:00:

*Description:* Lot 1155, Merewent, situated in the City of Durban, Administrative District of Natal, in extent four hundred and eighteen (418) square metres, held under Deed of Transfer T23240/94.

*Physical address:* 11 Nilgiri Road, Merewent, Natal.

**Zoning:** Special Residential.

The property consists of the following:

*Main building:* Lounge (air-conditioned—Swiss parquet floor), dining-room (Swiss parquet floor), four bedrooms (Swiss parquet floor), main bedroom with built-in cupboards, kitchen (fully fitted—no tiles on floor or walls), toilet [tiled floor—wall 1/2 (half) tiled] and bathroom [shower/bath/washbasin—floor tiled—walls 1/2 (half) tiled].

The outbuildings comprise lock-up garage.

*Basement comprises:* Kitchen, two bedrooms, toilet (not tiled) and bathroom (not tiled).

The property is fully fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 1st day of September 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8364/mvr.)

**Case 677/95**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Thomas Khumalo**, First Defendant, and **Priscilla Gabisile Maphisa**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 20 October 1995 at 10:00:

*Description:* Subdivision 3 of Lot 10, Amanzimtoti, situated in the Borough of Amanzimtoti, and in the Port Natal—Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 300 (one thousand three hundred) square metres, held under Deed of Transfer T20264/94.

*Physical address:* 88 Entombeni Drive, Amanzimtoti, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single-storey house, brick under tiled roof, with double garage attached to house, four bedrooms with the main bedroom on suite with toilet, shower, bath and basin, lounge, dining-room, kitchen, bathroom (shower and basin) and toilet.

The outbuildings comprise servant's quarter, toilet and shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 1st day of September 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8154/mvr.)

**Case 24449/94**

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

In the matter between **Mytim Sales CC**, Execution Creditor, and **Donald Graham Castle**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 25 May 1994, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 October 1995 at 10:00, in front of the Magistrate's Court, North Facing Entrance, Durban, to the highest bidder:

*Property description:* Lot 2682, Amanzimtoti (Extension 17), situated in the Borough of Amanzimtoti and in the Port Natal, Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 3 500 (three thousand five hundred) square metres.

*Postal address:* 42 Thompson Road, Amanzimtoti.

*Improvements:* Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Zoning* (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. 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.

4. The purchaser shall be liable for the payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 19th day of September 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (C:/XPE/SALE/M25489.)

**Case 1988/95**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Busisiwe Audrey Sokhulu**, Defendant

In pursuance of a judgment of the above Honourable Court dated 10 April 1995, a sale in execution will be held on Friday, 27 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, the following property will be sold by the Sheriff for the Supreme Court, Inanda District, Area 1, to the highest bidder:

Ownership Unit 32, in the Township of Ohlange, District of Ohlange, in extent 290 square metres, represented and described on General Plan SG2271/1987, with the postal and street address Unit 32, Ohlange.

*Improvements* (The following information is furnished but nothing is guaranteed in this regard):

The property consists of a block under asbestos roof house with lights and no water comprising of bedroom, kitchen, toilet outside and no bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda District, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 18th day of September 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/N535.3819/95.)

Case 4344/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Archibald Lamond Vorster**, Defendant

In pursuance of a judgment of the above Honourable Court dated 10 August 1995, a sale in execution will be held on Friday, 27 October 1995 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, when the following property will be sold by the Sheriff of the Supreme Court for Durban South, to the highest bidder:

Lot 47, Southern Umlazi, situated in the Borough of Kingsburgh and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent (one thousand five hundred and thirty) 1 530 square metres, with the postal and street address of 34 Gus Brown Road, Warner Beach.

*Improvements* (The following information is furnished but nothing is guaranteed in this regard):

The property consists of a brick under tile roof main house comprising of bedroom en suite with bath, basin and toilet, two bedrooms, bathroom with bath, basin and toilet, kitchen with scullery and pantry, lounge and dining-room combined, servants' quarters attached to house with shower and toilet. The property also consists of brick under asbestos roof outbuildings comprising of office and two store-rooms, swimming-pool (complete bar), cottage of brick under asbestos with bedroom with shower and toilet, half bedroom, dining-room, lounge, kitchen, bathroom with bath and basin. The property is fully fenced.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The purchaser shall pay auctioneer's charges immediately on the day of the sale and in addition, transfer dues, costs of transfer and arrear rates, levies, taxes and other charges necessary to effect transfer on request by De Villiers Evans and Petit, the Attorneys for the Execution Creditor.
4. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court for Durban South, 101 Lejaton, 40 St Georges Street, Durban, and interested parties are asked to contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 18th day of September 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N535.3849/95.)

Case 47500/91

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

In the matter between **Bankorp Limited**, Plaintiff, and **Moshena Suleman**, Defendant

In pursuance of a judgment in the above matter and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 31 October 1995 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

*Description:* Subdivision 13 of Lot 2124, Durban, situated in the City of Durban, Administrative District of Natal, in extent 485 square metres, held under Title Deed T14301/1994, dated 3 June 1994.

*Physical address:* 134 Juniper Road, Overport.

*Improvements:* Single storey brick under tile dwelling under construction (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 Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee to be furnished within fourteen (14) days after the sale.

The full conditions may be inspected at the office of the Sheriff, Durban North, or at the offices of Strauss Daly Inc.

Dated at Durban this 18 September 1995.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z79299.)

Case 14900/95

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Mahalingum Govender**, First Defendant, and **Vinothavelli Govender**, Second Defendant

In pursuance of a judgment granted on 26 June 1995, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 October 1995 at 14:00, at the front steps of the Magistrate's Court, Somtseu Road, Durban:

*Description:* Lot 402, Rose Hill, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 228 (one thousand two hundred and twenty-eight) square metres.

*Street address:* 125 Manfred Drive, Rosehill, Durban.

*Improvements:* Brick and tile double-storey dwelling comprising:

*Upstairs:* Prayer room—carpeted, main bedroom—carpeted en suite, bath and washbasin, shower, toilet and kitchen—tiled.

*Downstairs:* Three bedrooms—carpeted, toilet and washbasin, laundry, lounge—carpeted, dining-room—carpeted, TV-room—carpeted, two lock-up garages and two open garages.

*Servants' quarters:* Room (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, Durban North, 15 Milne Street, Durban.

Dated at Durban this 14th day of September 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00185/JR/cc.)

Case 2024/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Pachippen Naicker**, First Defendant, **Anjalay Naicker**, Second Defendant and **Nadaraj Naicker**, Third Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Friday, 3 February 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Pietermaritzburg, on the steps of her office, on Friday, 20 October 1995 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at her office at 5 The Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 4 of Lot 312, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and eighty-one (681) square metres, which property is physically situated at 30 Kitty Boyd Road, Raisethorpe, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T31642/93.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under tile, consisting of an entrance hall, lounge, dining-room, two kitchens, five bedrooms, family room, breakfast room, two bathrooms and toilets. There is an outbuilding consisting of a double garage.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

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

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 2152/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Garth Clint de Lange**, First Defendant, and  
**Claire de Lange**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Friday, 11 August 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Pietermaritzburg, on the steps of her office on Friday, 20 October 1995 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at her office at 5 The Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 74 of Lot 1866, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand eight hundred and sixty (1 860) square metres, which property is physically situated at 19 Troon Terrace, Muswell Hill, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T35785/93.

*Improvements:* Vacant land.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 4th day of September 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1834/95

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

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

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division on Thursday, 10 August 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg on the steps of her office on Friday, 20 October 1995 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 123 of Lot 3220, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and forty-three (243) square metres, which property is physically situated at 137 Jinnah Road, Northdale, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T30444/94.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, block under asbestos, consisting of a lounge, kitchen and two bedrooms. There is a outbuilding consisting of a toilet and shower.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per centum (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 4th day of September 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

**Case 4670/95**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mpostoli Muzikawupheli Khanyile**, Defendant

In pursuance of a judgment granted on 31 July 1995 in the Supreme Court, Durban and Coast Local Division and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 October 1995 at 12:00, at the South entrance of the Magistrate's Court, Umlazi:

*Description of property:* Ownership Unit G1644, in the Township of Umlazi, District of Umlazi in extent four hundred and thirty-nine (439) square metres, physical address G1644, Umlazi.

*Improvements:* Plastered dwelling with tiled roof comprising of two bedrooms, bathroom, kitchen and dining-room. *Zoning:* Residential. Nothing in the above is guaranteed.

The purchaser shall be required to pay a ten per centum (10%) deposit of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days after the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, V1030 Umlazi, Block C, Room 4, Umlazi.

Dated at Durban on this 14th day of September 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 9-12th Floors, First National Bank Building, corner of Field and Smith Streets, Durban. (Ref. Mrs Perumaul/CG/42S556043.)

**Case 1654/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Edward Tex Reid**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 18 July 1995, the immovable property described as:

Lot 557 Shelly Beach, situated at Margate Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 420 square metres, held under Deed of Transfer T8268/94, and situated in Strelitzia Road, Shelly Beach will be sold in execution on Friday, 20 October 1995 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of the Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: No improvements—vacant stand.

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

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N291/01N209627.)

## Case 1655/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Edward Tex Reid**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 18 July 1995, the immovable property described as:

Lot 335, Shelly Beach, situated in the Margate Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 074 square metres, held under Deed of Transfer T8934/94, and situated in Hector Street, Shelly Beach, will be sold in execution on Friday, 20 October 1995 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of the Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: Dwelling under brick and tile, consisting of verandah, open plan lounge, kitchen, dining-room, two bedrooms, bathroom and toilet. *Outbuildings:* Under brick and tile, consisting of single garage, small store-room, servant's toilet and shower.

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

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N289/01N209625.)

## Case 68167/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mogarajan Reddy**, First Defendant, and **Moganayagie Reddy**, Second Defendant

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Thursday, 26 October 1995 at 10:00, in front of the Magistrate's Court, North Facing Entrance, Sontseu Road, Durban, to the highest bidder:

Lot 4453, Isipingo (Extension 39), situated in the Borough of Isipingo and in the Port Natal-Ebhadwe Joint Services Board Area, Administrative District of Natal, in extent 210 (two hundred and ten) square metres, 69 Lotus Drive, Lotus Park, Isipingo.

*Improvements:* Duplex flat consisting of first floor: Two bedrooms, bathroom with bath and basin, tiled, and toilet. Ground: Lounge, carpeted, kitchen with lino floors, fitted cupboards and partly fenced concrete walls.

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 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban 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/018564.)

## Case 283/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Pitoli Johannes Bhengu**, Execution Debtor

Pursuant to a warrant of execution dated 10 May 1993 and re-issued on 2 December 1994, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 26 October 1995, in front of the Magistrate's Court, Estcourt:

Execution Debtor's right, title and interest in a certain piece of land at Emoyeni, in the District of Okhahlamba, in extent 2 000 square metres, held under permission to occupy with Reference No. 9/5/3/2/13/107, from which premises the debtor conducts the business of a tea room under the name and style of Ntokozweni Tea Room.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Date: 14 September 1995.

Lombard, Dietrichsen & Badenhorst Inc., Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

**Case 29/95****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT ESTCOURT**

In the matter between **Mr Aziz Ahmed Peerbhay**, Execution Creditor, and **Ricardo Sebastine Greaves**, First Execution Debtor, and **Shantel Jennifer Greaves**, Second Execution Debtor

Pursuant to a warrant of execution dated 15 February 1995 and re-issued on 22 August 1995, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Monday, 23 October 1995, in front of the Magistrate's Court, Albert Street, Estcourt:

Lot 999, Estcourt (Extension 6), situated in the Estcourt/Wembezi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand and thirty-three (1 033) square metres and situated at 4 Jennings Road, Estcourt, and held by Deed of Transfer T25758/1993.

The following information is given about the immovable property but is not guaranteed:

*Improvements:* Brick building under tile roof, comprising of three bedrooms, kitchen, lounge/dining-room, bathroom, lock up garage and thatch gazebo.

*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 shall pay 10% (ten per centum) of the purchase price immediately after the sale and the balance together with interest to be secured within fourteen (14) days thereafter by a bank or building society guarantee or other acceptable guarantee, to be approved by the Sheriff.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Date: 14 September 1995.

Lombard, Dietrichsen & Badenhorst Inc., Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

**Case 3123/94****IN THE SUPREME COURT OF SOUTH AFRICA**

(Natal Provincial Division)

In the matter between **African Life Assurance Company Limited**, Plaintiff, and **Abram Mbuyiseni Shongwe**, Defendant

Please take notice that pursuant to an Order of the above Honourable Court dated 2 May 1995, in the above-mentioned case, the immovable property described below shall be sold in execution by the Sheriff of the Supreme Court for the District of Newcastle, on Friday, 3 November 1995 at 10:00, on the steps of the Magistrate's Court, Murchison Street, Newcastle:

And be pleased to take notice further that the conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the District of Newcastle, Second Floor, Volkskas Building, Voortrekker Street, Newcastle, and at the offices of the Plaintiff's attorneys of record, Shephstone & Wylie & Tomlinsons, 165 Pietermaritz Street, Pietermaritzburg, Natal.

The property which is to be put up for sale by public auction as aforesaid and the name of the registered owner of such property is set forth as follows below:

*Name of registered owner:* Abram Mbuyiseni Shongwe.

*Description of property:* Lot 11792, Newcastle (Extension 57), situated in the Newcastle Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal in extent 1 530 (one thousand five hundred and thirty) square metres.

*Street address of property:* 49 Marguerite Road.

Without in any way guaranteeing the correctness of this information, the Plaintiff stipulates that there are the following improvements to the property:

(a) A brick under tile dwelling-house containing three bedrooms, a dining-room, a lounge, a kitchen and the normal toilet facilities, together with a double garage and swimming-pool.

Dated at Pietermaritzburg this 21st day of September 1995.

K. C. Anderson, for Shephstone & Wylie Tomlinsons, Plaintiff's Attorneys, 165 Pietermaritz Street, Pietermaritzburg. (Ref. KCA/LW/jdk/12A0130/94.)

Case 3886/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Tloli Sydney Mango**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 5 September 1995, the undermentioned property will be sold in execution on 25 October 1995 at 10:00, at the front entrance of the Magistrate's Court, New Castle, namely:

Site D6995, Madadeni Township.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

*The conditions are mainly the following:*

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 19th day of September 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 14924/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Seenivasan Moodley**, Defendant

In pursuance of a judgment in the above action the property listed hereunder will be sold in execution on Friday, 27 October 1995 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam:

Lot 327, Sunford, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal in extent 189 square metres.

*Postal address:* 15 Brailsford, Sunford, Phoenix.

*Improvements:* Face brick frontage with double storey block dwelling comprising of:

*Upstairs:* Carport, balcony, three bedrooms, toilet and bathroom together.

*Downstairs:* Lounge, kitchen, dining-room and toilet, water and lights facilities.

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 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 20th day of September 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 22346/94

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

In the matter between **Khoza Elliot Mgojo**, Execution Creditor, and **Solomon Mthembu**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 10 November 1994, the following immovable property will be sold in execution on 27 October 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 49 of Lot 1771, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent of 513 (five hundred and thirteen) square metres, represented and situated at 17 Hattingh Road, Ridge Park, Pietermaritzburg.

*Material conditions of sale:* The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 5th day of September 1995.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 79518/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Nada Rajan Rathanum Naidoo**, and **Magaranjini Naidoo**, 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 26 October 1995 at 10:00, at the front entrance to the Magistrate's Court, Durban:

*Description:* Lot 896, Coedmore Extension 1, situated in the Yellowwood Park Health Committee Area, Administrative District of Natal, in extent 1 016 square metres.

*Postal address:* 63 Kestrell Crescent, Yellowwood Park, Durban.

*Improvements:* Lounge, dining-room, kitchen, fitted cupboards, floor lino, walls tiled, three bedrooms, floor carpeted, bathroom fully tiled, shower/toilet/bath/basin, swimming-pool, servants' quarters, room/toilet/shower, garage attached to house premises fully fenced concrete.

*Town-planning zoning:* Special residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrates' Courts 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 days.

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

Jackson & Ameen, Plaintiff's Attorney, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 8841/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Townboard of the Township of Tongaat**, Plaintiff, and **Parimalakanthi Maharaj**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution in terms of an Order of Court, dated 7 December 1994, issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court at Moss Street, Verulam, on Friday, 27 October 1995 at 09:00:

*Description:* Lot 257, La Mercy Extension 1, situated in the Township of Tongaat and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 929 square metres.

*Physical address:* 50 Protea Place, La Mercy.

*Zoning:* Residential.

The property consists of the following: Brick under tile dwelling with water and lights consisting of four bedrooms with built-in cupboards, lounge, dining-room, kitchen with built-in cupboards, toilet, toilet and bathroom, toilet with shower, garage, retaining wall at back of house, tarred driveway and no fence.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff of the Supreme Court, Tongaat, 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.
5. Prospective purchaser should check with the Borough of Tongaat, regarding any restrictions and interdicts which may be attached to the usage of a property under any town-planning scheme, Bylaw, or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations, express or implied, as to the uses to which any property sold under these conditions may be put, are made.

Dated at Durban on this 26th day of September 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, 412 Halvert Street, Durban. [Tel. (031) 307-7377.]

Case 8841/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Townboard of the Township of Tongaat**, Plaintiff, and **Laloo Singh**, First Defendant, **Sookrani Singh**, Second Defendant, **Gobind Singh**, Third Defendant, and **Miradevi Singh**, Fourth Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution in terms of an order of Court, dated 7 December 1994, issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court at Moss Street, Verulam, on Friday, 27 October 1995 at 09:00:

*Description:* Remainder of Lot 246, Tongaat, situated in the Township of Tongaat, and in the Administrative District of Natal, in extent 1 871 square metres.

*Physical address:* 23 Khan Street, Tongaat.

*Zoning:* Residential.

The property consists of the following: Vacant land.

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 Sheriff of the Supreme Court, Tongaat, 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.

5. Prospective purchasers should check with the Borough of Tongaat, regarding any restrictions and interdicts which may be attached to the usage of a property under any town-planning scheme, By-law, or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations, express or implied, as to the uses to which any property sold under these conditions may be put, are made.

Dated at Durban on this 26th day of September 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, 412 Halvert Street, Durban. [Tel. (031) 307-7377.]

**Case 8841/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Townboard of the Township of Tongaat**, Plaintiff, and **Dewki Mistry**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution in terms of an order of Court, dated 7 December 1994, issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court at Moss Street, Verulam, on Friday, 27 October 1995 at 09:00:

*Description:* Lot 4696, Tongaat Extension 31, situated in the Township of Tongaat, and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 704 square metres.

*Physical address:* 4 Porpoise Place, Seatides, Tongaat.

*Zoning:* Residential.

The property consists of the following: Brick under tile dwelling with water and lights consisting two bedrooms and built-in cupboards, bedroom, lounge, kitchen with built-in cupboards, dining-room, toilet and bathroom, pre-cast fencing with gate.

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 Sheriff of the Supreme Court, Tongaat 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.

5. Prospective purchasers should check with the Borough of Tongaat regarding any restrictions and interdicts which may be attached to the usage of a property under any town-planning scheme, By-law, or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations, express or implied, as to the uses to which any property sold under these conditions may be put, are made.

Dated at Durban on this 26th day of September 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, 412 Halvert Street, Durban. [Tel. (031) 307-7377.]

**Case 8841/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Townboard of the Township of Tongaat**, Plaintiff, and **Neelambal Pillay**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution in terms of an order of Court, dated 7 December 1994, issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court at Moss Street, Verulam, on Friday, 27 October 1995 at 09:00:

*Description:* Lot 539, La Mercy Extension 2, situated in the Township of Tongaat, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 502 square metres.

*Physical address:* 27 Seaview Road, La Mercy.

*Zoning:* Residential.

The property consists of the following: Vacant land.

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 Sheriff of the Supreme Court, Tongaat, 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.
5. Prospective purchasers should check with the Borough of Tongaat regarding any restrictions and interdicts which may be attached to the usage of a property under any town-planning scheme, By-law, or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations, express or implied, as to the uses to which any property sold under these conditions may be put, are made.

Dated at Durban on this 26th day of September 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, 412 Halvert Street, Durban. [Tel. (031) 307-7377.]

**Case 8841/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Townboard of the Township of Tongaat**, Plaintiff, and **Yusuf Ally**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast local Division) under writ of execution in terms of an Order of Court, dated 7 December 1994 issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court at Moss Street, Verulam, on Friday, 27 October 1995 at 09:00:

*Description:* Lot 221, La Mercy Extension 1, situated in the Township of Tongaat, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 952 square metres.

*Physical address:* 23 Jasmin Place, La Mercy.

*Zoning:* Residential.

The property consists of the following: Vacant land.

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 Sheriff of the Supreme Court, Tongaat 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.
5. Prospective purchasers should check with the Borough of Tongaat regarding any restrictions and interdicts which may be attached to the usage of a property under any town-planning scheme, Bylaw, or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations, express or implied, as to the uses to which any property sold under these conditions may be put, are made.

Dated at Durban on this 26th day of September 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, 412 Halvert Street, Durban. [Tel. (031) 307-7377.]

**Case 8841/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Townboard of the Township of Tongaat**, Plaintiff, and **Thanjiammal**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution in terms of an Order of Court, dated 7 December 1994 issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court at Moss Street, Verulam, on Friday, 27 October 1995 at 09:00:

*Description:* Lot 97, Tongaat, situated in the Township of Tongaat, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 3 035 square metres.

*Physical address:* 264 Main Road, Tongaat.

*Zoning:* Residential.

The property consists of the following: Brick under tile dwelling with water and lights consisting of three bedrooms, kitchen, lounge, prayer room, bathroom, toilet and study.

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 Sheriff of the Supreme Court, Tongaat, 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.

5. Prospective purchasers should check with the Borough of Tongaat, regarding any restrictions and interdicts which may be attached to the usage of a property under any town-planning scheme, by-law, or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations, express or implied, as to the uses to which any property sold under these conditions may be put, are made.

Dated at Durban on this 26th day of September 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, 412 Halvert Street, Durban. [Tel. (031) 307-7377.]

**Case 8841/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Townboard of the Township of Tongaat**, Plaintiff, and **Thanjiammal**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution, in terms of an order of Court dated 7 December 1994 issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court at Moss Street, Verulam, on Friday, 27 October 1995 at 09:00:

*Description:* Subdivision 1 of Lot 776, Tongaat, situated in the Township of Tongaat and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 14,1214 hectares.

*Physical address:* 8 South Dune Road, La Mercy.

*Zoning:* Residential.

The property consists of the following: Shack constructed of wood, iron and plastic.

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 Sheriff of the Supreme Court, Tongaat, 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.

5. Prospective purchasers should check with the Borough of Tongaat regarding any restrictions and interdicts which may be attached to the usage of a property under any town-planning scheme, by-law or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations, express or implied, as to the uses to which any property sold under these conditions may be put, are made.

Dated at Durban on this 26th day of September 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, 412 Halvert Street, Durban. [Tel. (031) 307-7377.]

**Case 8841/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Townboard of the Township of Tongaat**, Plaintiff, and **Devagie Moodley**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution in terms of an order of Court, dated 7 December 1994 issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court at Moss Street, Verulam, on Friday, 27 October 1995 at 09:00:

*Description:* Lot 232, La Mercy Extension 1, situated in the Township of Tongaat, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 045 square metres.

*Physical address:* 1 Jasmin Place, La Mercy.

*Zoning:* Residential.

The property consists of the following: Double storey brick under tile dwelling with water and lights consisting of: *Upstairs:* Three bedrooms with built-in cupboards and main en suite and TV-room. *Downstairs:* Study, scullery, two bedrooms, kitchen with built-in cupboards and breakfast nook, dining-room, swimming-pool, double garage, electronic gates and wall in front of house.

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 Sheriff of the Supreme Court, Tongaat, 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.

5. Prospective purchasers should check with the Borough of Tongaat regarding any restrictions and interdicts which may be attached to the usage of a property under any town-planning scheme, by-law or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations, express or implied, as to the uses to which any property sold under these conditions may be put, are made.

Dated at Durban on this 26th day of September 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, 412 Halvert Street, Durban. [Tel. (031) 307-7377.]

**Case 1967/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lington Mdlalose**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated 19 January 1993, the undermentioned immovable property together with improvements thereon, will be sold in execution on 18 October 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Unit 2642, Madadeni Unit 3, situated in the Township of Madadeni, in the District of Newcastle, in extent 464,5 (four hundred and sixty-four comma five) square metres.

*Street address:* Unit 2642, Madadeni Unit 3.

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 20th day of September 1995.

S. W. Saville, for Stuart Saville & Co. Inc., Plaintiff's Attorneys, 48 Paterson Street; P.O. Box 2960, Newcastle, 2940. [Tel. (03431) 5-3021.]

**Case 15017/94**

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Jeffry Mgboy Ndlovu**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 26 July 1994, the writ of execution dated 26 July 1994, the immovable property listed hereunder will be sold in execution on Friday, 20 October 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 194, Imbali 11, Edendale, Pietermaritzburg, in extent 306 square metres, held under Deed of Grant 12022.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as there are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 20,25% (twenty comma two five per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, Plaintiff's Attorneys, Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. K1L/626.)

## Case 2106/95

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

In the matter between **Small Business Development Corporation Limited**, Execution Creditor, and **Marmaris Turkish Restaurant & Bar CC**, First Execution Debtor, and **Isa Yilmaz**, Second Execution Debtor, and **Zelda Gail Yilmaz**, Third Execution Debtor, and **Andries Cornelis Theron**, Fourth Execution Debtor, and **Salomina Magdalena Theron**, Fifth Execution Debtor, and **Primeinvest 1011 CC**, Sixth Execution Debtor

In pursuance of a judgment granted in the Magistrate's Court for the District of Pinetown and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 October 1995 at 10:00, at the front entrance of the Magistrate's Court, Sutherland:

The said immovable property will be sold by public auction on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Sutherland Magistrate's Court, prior to the sale.

**Description:** Portion 2 (Koolfontein), of the farm Gunsfontein 29, Division Sutherland, in extent 1452,6783 (one thousand four hundred and fifty-two comma six seven eight three) hectares.

**Zoning:** Agricultural.

**Street address:** On the Sutherland-Calinia Road. Approximately 18 km from Sutherland turn to the right into road to Kariegas River and follow for approximately 20 kms. Just past the farm Drupfontein is Koolfontein.

**Improvements:** Agricultural land with a boundary of wire fencing and divided into three sections with one windmill. No buildings.

Nothing is guaranteed in the above respects.

**Terms:**

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale. The balance of the purchase price shall be paid against transfer and shall be secured by a bank or building society or other acceptable guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Court, Sutherland, within fourteen (14) days after the date of sale.

(b) The purchaser shall be liable for payment of interest at the rate of 25% (twenty five per cent) per annum to the Execution Creditor on the amount of the award to the Execution Creditor in the plan of distribution, and payment of any interest due to a preferent creditor on the amount of the award to the preferent creditor in the plan of distribution, from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. Prospective purchasers are advised to inspect the property before the proposed sale date.

Dated at Durban on this 22nd day of September 1995.

Cox Yeats, Execution Creditor's Attorneys, 12th and 13th Floors, Victoria Main, 71 Victoria Embankment, Durban, 4001.

## Case 27/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Peter Khonzinkosi Benedict Makhoba**, Defendant

In pursuance of a judgment granted on 22 February 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 26 October 1995 at 10:00, at the Magistrate's Court, Melmoth:

1. (a) **Deeds office description:** Ownership Unit D1242, Township of Ulundi, District of Mahlabatini, measuring 450 (four hundred and fifty) square metres in extent.

1. (b) **Street address:** D1242, Ulundi Township.

1. (c) **Improvements (not warranted to be correct):** Single storey brick under tile dwelling consisting of a lounge, dining-room, kitchen, three bedrooms and one and a half bathroom.

1. (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, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 22nd day of September 1995.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni, 3880. (Ref. Mr Rohrs/kr/09/N9006/95.)

## Case 11130/95

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

In the matter between **Transnet Limited**, trading as Transnet Housing, Plaintiff, and **Mzwekozi Leonard Nxumalo**, Defendant

In pursuance of a judgment of the Magistrate's Court Durban, dated 23 May 1995 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Mtunzini, on 14 November 1995 at 09:00, at the front of the Magistrate's Court Building, Mtunzini, without reserve:

**Property description:** Site 3272, situated in the Township of Esikhawini, District of Ongoye, in extent 318 (three hundred and eighteen) square metres held under Deed of Grant G002251/91 subject to the conditions therein contained; **Physical address:** Site 3272, Esikhawini. **Zoning:** Special Residential.

*Improvements* (but nothing is guaranteed): Dwelling with plastered walls under tiled roof consisting of three bedrooms, bathroom, toilet, lounge/dining-room and kitchen. The property is fenced.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff Mtunzini, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991 shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

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

Dated at Durban this 14th day of November 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/sh/09T3508A3.)

Case 3717/95

#### 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 **Vusumuzi Daniel Mabaso**, 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:* Section 73 as shown and more fully described on Sectional Plan SS 179/91 in the scheme known as Rydal Mount in respect of the land and building or buildings situated at Lot 10210, Durban, in the City of Durban of which the floor area, according to the said sectional plan is forty-seven (47) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST 457/95.

*Physical address:* 622 Rydal Mount, 130 Gillespie Street, Durban, Natal. *Zoning:* Special Residential. The property consists of the following: A flat consisting of lounge, bedroom, bathroom, kitchen and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts' Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) on 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 Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 18th 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.mab.)

Case 477/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Musa Allison Ndlovu**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on 20 October 1995 at 11:00, by the Sheriff of the Supreme Court, 5 Bishop Street (behind Masonic Lodge, Camperdown), to the highest bidder for cash, without reserve:

Subdivision 25 of the farm Uitzoek 1104, situated in the Regulated Area of Manderston, Administrative District of Natal, in extent seven thousand three hundred and eighty-five (7 385) square metres held under Deed of Transfer T20592/91.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Uitzoek Farm, Main Umilaas Road and Richmond Road, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a dwelling with entrance hall, lounge, dining-room, sunroom, kitchen, laundry, four bedrooms, two bathrooms, double garage, double servants' quarters with w.c., workshop, toolroom and swimming-pool.

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 Sreet, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietersburg this 21st day of September 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 089.)

Case 15923/95

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Susthinathan Chetty**, First Execution Debtor, and **Mrs Helen Chetty**, Second Execution Debtor

In pursuance of a judgment granted on 25 April 1995, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 26 October 1995 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

*Description:* A certain piece of land being: The Remainder of Lot 317, Bellair, situated in the City of Durban, Administrative District of Natal, in extent one thousand eight hundred and ninety-two (1 892) square metres. *Postal address:* 42 Preston Road, Hillary, 4094.

*Improvements:* Brick under tile dwelling consisting of verandah, entrance hall, lounge, dining-room, kitchen, four bedrooms, bath/toilet, toilet, bath/toilet/shower, TV-room, outbuildings consisting of single garage, staff quarters and toilet.

*Town-planning:* Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff'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, 21 Stafmayer House, Beach Grove, Durban or at our offices.

Dated at Durban this 20th 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.] (Docex 71.) (Ref. CMK/045/030128/Mrs Chetty.)

Case 77/93

#### 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 **S. M. Xaba**, 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, 24 October 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2969, Ezakheni in extent 377 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G01085.

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, in extent 377.

*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 24 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 give 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 22nd day of September 1995.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF204.)

Case 52/91

## 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 **B. J. Dladla**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 4 September 1991 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 24 October 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2842/90, Ezakheni in extent 564 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G02842/90.

Following information is furnished regarding the improvements and this respect nothing is guaranteed:

*Improvements:* Concrete block under corrugated iron dwelling comprising three bedrooms, living-room, kitchen, bathroom, w.c. and no outbuildings, extent 564.

*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 24 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 preceding 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 of KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 22nd day of September 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF151.)

Case 586/93

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

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

In pursuance of a judgment granted in the above Honourable Court on 25 January 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 20 October 1995 at 10:00, in front of the Magistrate's Court, Glencoe:

Lot 1827, Glencoe, situated in the Borough of Glencoe, situated in the Thukela Joint Services Board Area, Administrative District of Natal in extent one thousand three hundred and forty-two (1 342) square metres and held in terms of Deed of Transfer 1503/1964.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed: Zoning: Residential.

*Improvements* (the accuracy hereof is not guaranteed): Four bedrooms, bathroom, w.c., carport, lounge, dining-room and kitchen.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Glencoe on 20 October 1995 at 10:00, at the Magistrate's Court, Glencoe.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Glencoe.

Dated at Ladysmith on this 22nd day of September 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CTB113.)

Case 46791/95

## 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 **Magendran Mayakisten**, Defendant

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 27 October 1995 at 09:00, at the front entrance to the Magistrate's Court, Verulam:

*Description:* Section twenty four (24) as shown and more fully described on Sectional Plan SS 467/92, in the scheme known as Oakland Village in respect of the land and building or buildings situated at Verulam, Administrative District of Natal, of which floor area, according to the said sectional plan is 110 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.

*Postal address:* Flat 24, Oaklands Village, 85 Oaklands Drive, Verulam.

*Improvements:* Brick under tile dwelling consisting of downstairs: Kitchen (tiled), lounge and dining-room (open-plan).  
*Upstairs:* Three bedrooms with en suite (carpeted), toilet, bathroom and single garage.

*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 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 and 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 35632/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Dewki Mistry**, Defendant

In pursuance of a judgment in the above action the property listed hereunder will be sold in execution on Friday, 27 October 1995 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam:

Lot 4696, Tongaat (Ext. 31), situated in the Borough of Tongaat, Administrative District of Natal, Province of KwaZulu/Natal, in extent 704 square metres.

*Postal address:* 4 Porpoise Place, Seatides, Tongaat.

*Improvements:* Brick under tile dwelling consisting of kitchen (b.i.c.), dining-room (carpeted), lounge (carpeted), two bedrooms (b.i.c.), main bedroom with en-suite, precast fencing and gate (manually operated) driveway is tarred.

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 centum) 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 21st day of September 1995:

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

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## ORANGE FREE STATE ORANJE-VRYSTAAT

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Saak 2850/94

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

In die saak tussen **Caltex-Olie SA (Edms.) Beperk**, Eiser, en **Mnr. N. G. Symons**, Verweerder

Ingevolge 'n vonnis gelewer op 1 Augustus 1994, in die Kroonstad Landdroshof, en 'n lasbrief van eksekusie, daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 3 November 1995 om 09:00, voor die ingang van die Landdroskantoor, te Murraystraat, Kroonstad, aan die hoogste bieder, met geen reserweprys:

*Beskrywing:* Erf 44, geleë in die dorp en distrik Kroonstad, welke eiendom se verkoop onderworpe is aan die verkoopsreg van Albert Downard Symons, groot agt honderd twee en negentig (892) vierkante meter, gehou kragtens Akte van Transport T7857/85.

*Straatadres:* Murraystraat 101, Kroonstad.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n gebou met sinkdak, steenmuur en draadomheining.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te Murraystraat 62, Kroonstad, 9499.

Gedateer te Kroonstad op hede 11 September 1995.

B. C. van Rooyen, vir Grimbeek De Hart & Van Rooyen, Presidentstraat 42, Kroonstad, 9500; Posbus 1262, Kroonstad, 9500. [Tel. (0562) 25197/2451.]

Saak 4189/94

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

In die saak tussen **Grimbeek De Hart & Van Rooyen**, Eiser, en **S. G. Olivier**, Verweerder

Ingevolge 'n vonnis gelewer op 28 Oktober 1994, in die Kroonstad Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 9 November 1995 om 09:00, te voor Landdroskantoor, Murraystraat, Kroonstad, 9499, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 2130, groot (2 181) vierkante meter, gehou kragtens Akte van Transport T21118/92.

**Straatadres:** Bormanstraat 27, Kroonstad, 9499.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit teëldak, steenmuur en gedeeltelik omhein met afdak, kombuis, sitkamer, studeerkamer, eetkamer, vier slaapkamers, twee badkamers en stort en buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Murraystraat 62, Kroonstad, 9499.

Gedateer te Kroonstad op hede 12 September 1995.

B. C. van Rooyen, vir Grimbeek De Hart & Van Rooyen, Presidentstraat 42, Kroonstad, 9500; Posbus 1282, Kroonstad, 9500. [Tel. (0562) 25197/24251.]  
562) 25197/24251.)

Saak 276/93

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

In die saak tussen **Die Perm afdeling van Nedperm Bank Beperk** (nou Permanent Bank), Eiser, en **Mnr. N. A. Mokhethea**, Eerste Verweerder, en **Mev. W. Mokhethea**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Henningman, gehou te Henningman, en kragtens 'n lasbrief vir eksekusie gedateer 9 Junie 1995, sal die volgende eiendom per publieke veiling verkoop word op 20 Oktober 1995, te die Landdroskantore, Henningman, aan die hoogste bieder, naamlik:

Perseel 1244, Phomolong, distrik Ventersburg, groot 312 (drie een twee) vierkante meter.

Die Eksekusieskuldeiser en/of sy Prokureur en/of Afslaer waarborg geensins die korrektheid van die inligting hierin vermeld, maar verskaf die volgende besonderhede van die verbeterings wat beweer word op die eiendom te wees: drie slaapkamers, badkamer, kombuis, sitkamer en eetkamer.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word.

(b) Die koper moet 'n deposit van 10% (tien persent) van die koopprijs op die dag van die verkoping betaal en die saldo moet verseker word deur goedgekeurde bank- of bougenootskapwaarborg wat aan Eiser se prokureurs verskaf moet word binne 14 dae na die veiling.

(c) Die koopsom sal rente dra teen 19,25% (negentien komma twee-vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit. Die koper is ook verantwoordelik vir afslaaersgelde wat op die dag van die verkoping betaal moet word asook hereregte, agterstallige belastinge, ander uitgawes en heffings tesame met transportkoste wat nodig mag wees om transport op naam van die koper te registreer.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Voortrekkerstraat, Henningman en by die ondergetekende.

J. H. A. Edeling, vir Edeling & Immelman, Prokureurs vir Vonnisskuldeiser, Pastoriestraat 7B, Posbus 25, Henningman, 9445.

Saak 11338/95

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

In die saak tussen **Boland Bank Beperk**, Eksekusieskuldeiser, en **W. H. Goodchild**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 23 Augustus 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 27 Oktober 1995 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen:

Die plaas Stieniesrus 584, geleë in die distrik Theunissen, groot 292,4854 hektaar, gehou kragtens Transportakte T4449/90.

**Verbeterings:** Woonhuis met normale plaasverbeterings.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig:

2. Die eiendom word verkoop onderworpe aan:

(i) Die reg verleen aan EVKOM ingevolge Serwitude 1875/1969 en 6475/1969 geregistreer onderskeidelik op 27 Maart 1969 en 19 November 1969, om elektrisiteit oor die eiendom te vervoer tesame met bykomende regte en onderhewig aan sekere kondisies.

(ii) Die voorbehoud van alle diamantregte ten gunste van Spectrum Exploration and Mining Company (Proprietary) Limited, kragtens notariële akte van sessie K415/1980 RM;

(iii) Prospekterkontrak K459/1987 PC vir 'n tydperk van drie jaar vanaf 27 Augustus 1986 met reg tot vernuwing ten opsigte van steenkool (uitgesluit diamante en alle minerale, edel en onedel).

3. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 22,5% (twee-en-twintig 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.

4. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die Kantoor van die Balju, Theunissen, nagesien word.

Gedateer te Welkom op hierdie 15de dag van September 1995.

F. J. Smit, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels- en Smithgebou, Heerenstraat 26-28, Welkom.

**Saak 227/95**

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

In die saak tussen **Jacob Mabaso**, Eiser, en **Oupa Molebatsi**, Verweerder

Geliewe kennis te neem dat die Hof die goedere vermeld in die Inventaris hieronder per publieke veiling te koop sal aanbied aan die hoogste bieder, voetstoots vir kontant op 1 November 1995 om 17:00 te Baljukantore, Presidentstraat, Bothaville, ter uitvoering van 'n eksekusielasbrief in bogenoemde saak in die bedrag van R1 900,00 plus koste en rente.

#### INVENTARIS

Erf 3216, geleë in die dorp Kgotsong, distrik Bothaville.

**Voorwaardes:**

1. 'n Deposito van 10% (tien persent) is betaalbaar op datum van verkoping.

2. Die balans gewaarborg te word binne 21 dae na datum van verkoping.

3. Rente teen 'n koers van 16,5% (sestien komma vyf persent) op die balans van die verkoopprys.

4. Verdere voorwaardes lê ter insae by die kantore van Bock & Van Es, Van der Lingenstraat 17, Bothaville, en te die Balju van die Landdroshof.

Geteken te Bothaville op hierdie 20ste dag van September 1995.

Bock & Van Es, Prokureurs vir Eiser, Van der Lingenstraat 17; Posbus 11, Bothaville, 9660.

**Case 316/94**

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

In the matter between **Saambou Bank**, Plaintiff, and **Nare Everd Monaheng**, First Defendant, and **Masechaba Ana Monaheng**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 4 February 1994 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 10 November 1995 at 10:00, at the Tulbach Street entrance, to the Magistrate's Court, Welkom, namely certain:

Certain Erf 11934, situated in the Township of Thabong, District of Welkom, measuring 425 (four hundred and twenty-five) square metres, held by the Defendants by Virtue of Certificate of Registered Right of Leasehold TL2631/1989, known as 11934 Thabong.

*Improvements:* Residential property with two bedrooms, lounge and kitchen (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 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 the Court, for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the Districts of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior the sale.

Dated at Welkom on this 26th day of September 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/SBL4115.)

Saak 3735/95

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Vonnisskuldeiser, en **Mikael Sqangela Mphanya**, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 17 Maart 1995, in die Welkom Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 20 Oktober 1995 om 11:00, voor die Tulbach-ingang, Landdroskantoor, Welkom, deur CPC Afslaaers, aan die persoon wat die hoogste aanbod maak, naamlik:

*Beskrywing:* Erf 261, geleë in die stad en distrik Welkom, groot agthonderd drie-en-dertig (833) vierkante meter, gehou kragtens Transportakte 9101/1993.

*Die volgende inligting word aangegee, maar is nie gewaarborg nie:*

Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, Constantiaweg, Welkom, 9460.

Gedateer te Welkom op hede 22 September 1995.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, 24 Heeren Street, Welkom,; Posbus 2175, 9460. [Tel. (057) 353-3051.]

Saak 128/94

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **J. J. B. Potgieter**, Appellant, en **A. P. Andre**, Respondent

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 23 Februarie 1995 en lasbrief tot eksekusie, sal die volgende onroerende eiendom in eksekusie verkoop word op 27 Oktober 1995 om 10:00, deur die Balju van die Hooggeregshof, Ladybrand, te die Landdroshof, Ladybrand:

Resterende gedeelte van plaas Heldenmoed 82, bestaande uit: Lande ongeveer 200 ha, sewe landkampe en vyf weikampe, met besproeiing vanuit Caledon dekkende ± 20 ha. Suipgate vanuit standhoudende spruit loop deur plaas, sterk boorgat, plus twee damme op plaas asook huis bestaande uit vyf slaapkamers, badkamer, toilet, twee kombuise, eetkamer, TV kamer, sitkamer, groot sonstoep, enkel garage, twee woonstelle (onvoltooid), buitegebou, stoorkamer, staandak, verskeie veiligheidsligte, huis volledige diefwering, ESKOM krag.

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, Ladybrand, of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigtig word.

Geteken te Bloemfontein hierdie 27ste dag van September 1995.

L. Strating, vir Symington & De Kok, Prokureur vir Eiser, Derde Verdieping, NBS gebou, Bloemfontein.

# PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

## TRANSVAAL

**MEYER AFSLAERS BK**

(CK91/13027/23)

**INSOLVENTE BOEDELVEILING VAN PRAGTIGE VIERSLAAPKAMERWONING, TE SECUNDA: WONING:  
156 VIERKANTE METER, BUITEGEBOUE: 78 VIERKANTE METER**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **P. F. en A. S. L. Cloete**, Meestersverwysing T3754/94, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 5822, geleë te Swartlandstraat 15, Secunda-uitbreiding 16, Secunda, groot 1 220 vierkante meter.

*Verbeterings:* Vier slaapkamers, twee badkamers, ingangsportaal, sitkamer, eetkamer, kombuis, opwas, dubbel motorhuis, bediendekamer, bad en toilet, stoorkamer en onthaalarea.

*Plek:* Op die perseel: Swartlandstraat 15, Secunda-uitbreiding 16, Secunda.

*Datum en tyd:* Dinsdag, 17 Oktober 1995 om 11:00.

*Afslasersnota:* Ruim familiewoning. Goed geleë.

*Verkoopvoorwaardes:* 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

*Besigtiging:* Daagliks of reël met afslasers.

*Verdere navrae:* Kontak Anna van der Watt by Meyer Afslasers/Eiendomsagente, Tel. (012) 323-7821 of (012) 324-5119. Sell: 0824483932.

## PROPERTY MART SALES

Duly instructed by the Executrix in the deceased estate **C. M. Wiltshire**, we shall sell the following property subject to seven days confirmation:

Erf 1412, Bonaero Park Extension 3, measuring 793 square metres and situated at 7 Makriel Street, Bonaero Park, Kempton Park.

*On show:* Sunday, 8 October 1995 from 10:00 till 14:00.

*Sale takes place on the spot on Thursday, 12 October 1995 at 11:00.*

*Terms:* 15% (fifteen per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

*Auctioneers:* Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192, P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax (011) 728-5215.] After hours: C. Mostert, (011) 793-6164.

## VAN VUUREN AFSLAERS

**INSOLVENTE BOEDELVEILING VAN 'N PRAG PLASIE AAN DIE HANGE VAN DIE WATERBERGE, VOERTUIE EN  
VUURWAPENS, DISTRIK POTGIETERSRUS**

In opdrag van die Kurator in die insolvente boedel, **F. R. G. Cunningham**, Meestersverwysing T25541/95, verkoop ons hierdie prag eiendom aan die hoogste bieder, onderworpe aan bekragtiging op Donderdag, 19 Oktober 1995 om 11:00.

*Plek van veiling:* Die plaas Lisbon (Sien ligging).

*Ligging:* Vanaf Potgietersrus ry in 'n westelike rigting met die verlenging van Wildebeesstraat tot by 'n grondpad. Ry vir ± 4 km tot by plaas. (Sien rigtingwysers).

*Beskrywing van eiendomme:* Gedeelte 7 van die plaas Lisbon 288, distrik Potgietersrus, Registrasieafdeling KR, Transvaal, groot 54,8189 hektaar.

*Verbeterings:* Woning. Hierdie netjiese woning bestaan uit vier slaapkamers, badkamer, eetkamer, sitkamer en waskamer.

*Plaasverbeterings:* Bestaan uit twee groot store, varkhokke (50 sog eenheid), sementdam, tenk met staander, toegeruste boorgat, vier kampe verdeel, suipkrip, 14 hektaar vrugbare lande en ± 40 hektaar weiding.

*Losbates:* '75 VW Kombi, '75 Fiat LDV (geen enjin), 7.65 Llama pistool, Rotavator, '88 VW Jetta, 7.65 Star pistool en 4 ry planter.

*Terme:* Vaste eiendom: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

*Losbates:* Streng kontant of bankgewaarborgde tjeks.

Verband finansiering is beskikbaar (reël met afslaer).

*Besigtiging:* Skakel die afslaer.

Die reg word voorbehou om enige item by te voeg of weg te laat.

Van Vuuren Afslaers, Tel. (012) 344-4888. Faks (012) 343-3666.

Die beste is die minste wat ons kan doen.

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**PHIL MINNAAR AFSLAERS**

BOEDEL WYLE: J. BATES

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 9 Oktober 1995 om 11:00, Gedeelte van Erf 53, Parktown Estates, Pretoria.

*Voorwaardes:* Onroerend: 20% (twintig persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg, (011) 475-5133.

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**PHIL MINNAAR AFSLAERS**

BOEDEL WYLE: S. J. M. MARX

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 7 Oktober 1995 om 10:00, Erf 1466, Florida-uitbreiding 2.

*Voorwaardes:* Onroerend: 15% (vyftien persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg, (011) 475-5133.

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**PHIL MINNAAR AFSLAERS**

BOEDEL WYLE: W. J. VAN ZYL

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 7 Oktober 1995 om 11:00, Erf 994, Discovery-uitbreiding 2 en losgoed.

*Voorwaardes:* Onroerend: 15% (vyftien persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Roerend: Kontant of bankgewaarborgde tjek.

Phil Minnaar Afslaers, Johannesburg, (011) 475-5133.

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**PHIL MINNAAR BK**

(CK93/29246/23)

INSOLVENTE BOEDELVEILING VAN 'N DRIESLAAPKAMERMEENTHUIS, DEL JUDOR, WITBANK

In opdrag van die Kurator in die insolvente boedel **P. J. J. Matthee**, Meestersverwysing T200/95, verkoop ons die ondergenoemde eiendom per openbare veiling op Maandag, 16 Oktober 1995 om 11:00.

*Plek van veiling:* Tudorpark 12, Estellestraat, Del Judor, Witbank.

*Beskrywing van eiendom:* Erf 179 (gedeelte van Gedeelte 12), staan ook bekend as Tudorpark 12, Estellestraat, Del Judor, Witbank, Registrasieafdeling JS, Transvaal, groot 323 m<sup>2</sup>.

*Verbeterings:* Hierdie staan teëldakwoning bestaan uit drie slaapkamers, badkamer, sitkamer, eetkamer, kombuis, matte en teëls, toesluit motorhuis, diefwering, plaveisel en gevestigde tuin.

*Besigtiging:* Daagliks tussen 17:30 en 18:30.

*Terme:* 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 45 dae na bekragtiging.

*Navrae:* Skakel vir Dirkie Pienaar by (012) 322-8330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.] [Fax (012) 322-9263.]

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**UBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel **S. J. P. du Toit**, handeldrywende as Montys Fried Chicken & Pizza Den, T2324/95, sal ons die bates verkoop te ons veilingsentrum, Poortmanstraat, Potchefstroom, op 11 Oktober 1995 om 10:00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

**VAN'S AFSLAERS****VEILING: EIENDOM**

In opdrag van die Likwidateur van **Unibro Motor Spares (Pty) Ltd**, in likwidasie, T1954/95, verkoop Van's Afslaers ondervermelde besigheid as lopende saak, onderhewig aan bekragting, per openbare veiling op 11 Oktober 1995 om 10:00, te Baviaanspoortweg 72, East Lynne, Pretoria.

*Beskrywing:* Motoronderdele besigheid as lopende onderneming. Huurkontrak onderhandelbaar.

*Betaling:* 10% (tien persent) deposito, plus kommissie onmiddellik. Balans met bekragting.

*Inligting:* Van's Afslaers, (012) 335-2974.

**VAN'S AFSLAERS****OPENBARE VEILING**

In opdrag van die Kurator van insolvente boedel **A. Christodoulou**, T2069/95 verkoop Van's Afslaers ondervermelde boedelbates sonder reserwe, per openbare veiling op 11 Oktober 1995 om 11:00, te Baviaanspoortweg 72, East Lynne, Pretoria.

*Beskrywing:* Bakkerij, supermark en kafeetoerusting.

*Betaling:* Kontant of gewaarborgde tjeks.

*Inligting:* Van's Afslaers, (012) 335-2974.

**VAN'S AFSLAERS****OPENBARE VEILING**

In opdrag van die Kurators van insolvente boedels **A. P. en M. C. Ten Cate**, T3230/94, **P. J. en R. Combrinck**, T1815/95, **C. F. Ehlers**, T3563/94, **J. H. Lubbe**, T1344/95, **D. L. Nel**, T2641/94, **S. E. Rosslee**, T2790/94, **Garankuwa Retreads (Pty) Ltd**, in likwidasie, T2574/95 en **Carpets by Freddy (Pty) Ltd**, in likwidasie, T1747/95, verkoop Van's Afslaers ondervermelde boedelbates sonder reserwe, per openbare veiling op 12 Oktober 1995 om 10:00, te Van's Afslaers, Booysenstraat 521, Gezina, Pretoria.

*Beskrywing:* Tyddede, vakansieerf, voertuie, kluis, huishoudelike- en kantoormeubels.

*Betaling:* Kontant of gewaarborgde tjeks.

*Inligting:* Van's Afslaers, (012) 335-2974.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: L. A. HODGSON, MASTER'S REFERENCE T1634/95**

Duly instructed by the joint Trustees in the above-mentioned insolvent estate, we will sell by public auction, on site at Unit 7, The Firs, Field Close, Bedford Gardens, District of Bedfordview, Gauteng, on Tuesday, 10 October 1995, commencing at 10:30, a three-bedroomed duplex townhouse.

For further particulars and viewing contact the auctioneer: Park Village Auctions, Telephone (011) 789-4375. Telefax (011) 789-4369.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: Q. P. DA FONSECA, MASTERS' REFERENCE T2266/95**

Duly instructed by this estate's Trustees, we will sell by public auction, on site at 508 Rosie Avenue, Fairway Village (O'Henimuri Township), North Vaal Metropolitan Substructure, District of Meyerton, Gauteng, on Monday, 9 October 1995, commencing at 10:30, a two-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions, Telephone (011) 789-4375. Telefax (011) 789-4369.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: GREGORY BRAIN HUNT, MASTERS' REFERENCE T752/95**

Duly instructed by the Trustee, in the above-mentioned insolvent estate, we will sell by public auction, on site at Portion 44 of the farm Kruitfontein 511, Magaliesburg JQ, Transvaal, District of Krugersdorp, Gauteng, on Tuesday, 10 October 1995, commencing at 10:30, a residential dwelling and other improvements.

For further particulars and viewing contact the Auctioneer: Park Village Auctions, Telephone (011) 789-4375. Telefax (011) 789-4369.

**WESTVAAL AFSLAERS****INSOLVENTE BOEDELVEILING VAN 'N WONING**

In opdrag van die Kurator in die insolvente boedel van **John James Abbott**, Meestersverwysing T2901/91, sal ons die volgende eiendom per publieke veiling vir verkoping aanbied op die perseel te Lewisham, Krugersdorp, op Donderdag, 12 Oktober 1995 om 11:00, te Fouriestraat 30, Lewisham, Krugersdorp.

*Sekere:* Erf 644, Lewisham, Krugersdorp, ook bekend as Fouriestraat 30, Lewisham, Krugersdorp.

*Verbeterings:* Drieslaapkamerwoning met oopplan sit- en eetkamer, kombuis, badkamer en gaste toilet, afdak, buite rondawel en swembad.

*Besigtiging:* Deur afspraak met die afslaaers.

*Betaling:* 15% (vyftien persent) deposito van die totale koopprijs in kontant of bankgewaarborgde tjek, balans van koopsom binne 30 dae. Verkoopvoorwaardes sal deur afslaer uitgelees word voor toeslaan van die bod. Die afslaaers behou die reg voor om die veiling te enige tyd te kanselleer of af te las sonder vooraf kennisgewing.

*Afslaaers:* Westvaal Afslaaers.

*Navrae:* Karel du Plessis/mev. Van der Merwe, Tel. 953-1830, kantoorure.

**PETER WILLIAMS PROPERTY AUCTIONS**

(Reg. No. 83/3833)

**LIQUIDATION SALE OF 2759 SQUARE METRE FLAT SITE, DERSLEY TOWNSHIP, SPRINGS**

Duly instructed thereto by the Liquidator of **Continental Ceramic & Mosaic (Pty) Ltd**, in liquidation, Master's Reference T815/95, we will sell, subject to confirmation, on Tuesday, 10 October 1995 at 11:00, on the spot i.e. corner of Kornalyn Avenue and Turquoise Street, Dersley Township, the undermentioned property:

Erf 587, Dersley, measuring 2 759 square metres, situated on the corner of Kornalyn Avenue and Turquoise Street.

This unimproved building stand is zoned Low Density Housing, with coverage of 50% FSR of, 7 and height two storeys.

The erf is situated in a built-up area, with neat houses in the vicinity.

*Terms:* 20% (twenty per cent) deposit on day of sale and balance within 30 days of confirmation.

*For further details:* Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. [Tel. (012) 335-2931/2.]

**MANNIE AUCTIONEERING COMPANY****INSOLVENT ESTATE I. C. C. AND L. L. INCH, MASTER'S REFERENCE T1424/95**

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot 15 Antelope Street, Brackenhurst Extension 2, Alberton, on Wednesday, 18 October 1995 at 10:30, the following:

Very large executive four-bedroomed semi-double storey home, with playroom, studio (ideal for a dance studio), two studies, magnificent entertainment area and pool. Great potential for someone wishing to work from home. In the executive section of Brackenhurst Extension 2.

Certain Erf 2862, situated at 15 Antelope Street, Brackenhurst Extension 2, Alberton, measuring approximately 1 500 square metres, upon which is erected a very large residence and other improvements.

*Terms:* 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view - watchman in attendance.

Mannie Auctioneering Company, Tel. (011) 334-3810. Fax (011) 334-1542.

**PLAAS TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VENTERSDORP op 27 Oktober 1995 om 10:00 voor die Landdroskantoor te VENTERSDORP die ondergemelde eiendom by publieke veiling verkoop:—

Gedeelte 23 van die plaas SYFERFONTEIN 351, Registrasie Afdeling I.P., Provinsie Noordwes;

GROOT: 240,7893 hektaar

Blykens Akte van Transport T27663/1973

in die naam van CHRISTIAAN EMMANUEL AUGUST BEZUIDENHOUT

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:

20 km suidoos van Ventersdorp

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, 3 store, melkstal. Veekerend omhein en verdeel in kampe. 3 Boorgate, 2 damme, suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopvooreen-koms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld. By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

1,0707 hektaar van die eiendom word aan Witpoortjie Gelofte Feeskomitee vir 99 jaar vanaf 1 Januarie 1971 kragtens notariële huurkontrak 39/1971L verhuur. Die eiendom word onderworpe aan hierdie huurkontrak verkoop.

VERWYSINGSNOMMER: AHAE 00478 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 28 September 1995.

### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Brits op 27 Oktober 1995 om 10:00 voor die Landdroskantoor te Brits die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 255 ('n gedeelte van Gedeelte 245) van die plaas SCHEERPOORT

477 REGISTRASIE AFDELING J Q Provinsie Noordwes;

GROOT: 21,0472 HEKTAAR

(2) GEDEELTE 247 ('n Gedeelte van Gedeelte 245) van die plaas SCHEERPOORT

477, Registrasie Afdeling J Q, Provinsie Noordwes;

GROOT: 29,6041 hektaar

(3) GEDEELTE 256 ('n gedeelte van Gedeelte 245) van die plaas SCHEERPOORT

477 REGISTRASIE AFDELING J Q Provinsie Noordwes;

GROOT: 39,8663 HEKTAAR

(4) GEDEELTE 246 ('n gedeelte van Gedeelte 245) van die plaas SCHEERPOORT

477 REGISTRASIE AFDELING J Q Provinsie Noordwes;

GROOT: 54,7105 HEKTAAR

Blykens Sertifikaat van Geregistreerde titel T63374/1989

(Die eiendomme is in 'n beheerde gebied naamlik CL-RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belastinge ten opsigte van die eiendomme betaalbaar is.)

in die naam van ERLIMA BOERDERYE (EDMS) BEPERK

Ligging van hierdie eiendomme:—

20 km suid van Brits

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendom (3):* Woonhuis, motorafdak, bediendekwartiere met motorafdak en staalstoor. Boorgat en tenk.

*Eiendom (4):* Woonhuis met dubbelmotorhuis, motorhuis, bediendekwartiere, staalstoor met koelkamers en pomphuis. Boorgat, tenk en grondam.

Die eiendomme ressorteer onder die Skeerpoort Besproeiingsraad en 3,8 hektaar van eiendom (1), 26,1 hektaar van eiendom (2), 11,4 hektaar van eiendom (3) en 45,2 hektaar van eiendom (4) is daaronder ingelys. Die koper is verantwoordelik vir die oorpasing van die waterregte op sy naam

Dit word beweer dat waterbelasting ten bedrae van R509,14 plus rente ten opsigte van eiendom (1), R3 496,99 plus rente ten opsigte van eiendom (2), R1 527,42 plus rente ten opsigte van eiendom (3) en R6 059,09 plus rente ten opsigte van eiendom (4) verskuldig is.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys  
 (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AIAA 02439 01 G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 28 September 1995.

## CAPE • KAAP

### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Barkly-Wes op 25 Oktober 1995 om 10:00 voor die Landdroeskantoor te Barkly-Wes die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die Resterende gedeelte van die plaas GORDONIA nr 97

GELEE in die Afdeling Barkly-Wes

GROOT 442,6529 hektaar

Eiendom (1) Blykens Grondbrief T176/1980.

(2) SEKER Gedeelte 4 (KALKBULT) van die plaas WITFONTEIN nr 93

GELEE in die Afdeling van Barkly-Wes

GROOT 454,6743 hektaar

Eiendom (2) Blykens Akte van Transport T177/1980.

in die naam van JAN DANIËL MELLETT

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme :- 40 km Wes van Warrenton.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, voorafvervaardigde huis, 2 store, afdakke, melkverkoelingskamer en melkstal. Jakkalsproef omhein en verdeel in kampe. 2 Boorgate, put, 3 gronddamme en 2 sinkdamme. Die eiendomme ressorteer onder die Vaalharts Staatswaterskema. 17,2 Hektaar van eiendom (1) en 17,2 hektaar van eiendom (2) is daaronder ingelys. Die koper is verantwoordelik vir die oorpasing van die waterregte op sy naam.

Die aandaag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom.

Voornemende kopers se aandaag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Dit word beweer dat waterbelasting ten bedrae van R6 994,18 verskuldig is ten opsigte van eiendom (1) asook R6 994,18 ten opsigte van eiendom (2).

VERWYSINGSNOMMER: DGAA 02620 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 September 1995.

# **Important**

Please acquaint yourself thoroughly with the  
**“Conditions for Publication”**

of legal notices in the Government Gazette,  
as well as the new tariffs in connection  
therewith

**See List of Fixed Tariff Rates and Conditions  
on front inner pages**

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# **Belangrik**

Maak uself deeglik vertrouud met die

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van wetlike kennisgewings in die Staats-  
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**Sien Lys van Vaste Tariewe en Voorwaardes  
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