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OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

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No. 16781

*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	<i>Rate per insertion</i>
<i>Standardised notices</i>	R
ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	13,80
BUSINESS NOTICES	32,70
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	27,60
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	16,50
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	8,10
<i>Non-standardised notices</i>	
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 <i>Gazette</i> :	
All provinces appear on the first Friday of each calendar month	46,70
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	
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 TARIEWE EN VOORWAARDES VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

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

WORD COUNT TABLE

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

WOORDETAL-TABEL

Vir algemene kennisgewings wat nie onder voornoemde opskrifte met vaste tariewe ressorteer nie en wat 1 600 of minder woorde beslaan, moet die tabel van woordetal-tariewe gebruik word. Kennisgewings met meer as 1 600 woorde, of waar twyfel bestaan, moet vooraf ingestuur word soos in die Voorwaardes, paragraaf 10 (2), voorgeskryf:

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

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

14. Die Staatsdrukker behou hom die reg voor om 'n bykomende bedrag te hef in gevalle waar kennisgewings, waarvan die koste in ooreenstemming met die lys van vaste tariewe bereken word, later uitermatig lank blyk te wees of buitensporige of ingewikkelde tabelwerk bevat.

PROOF OF PUBLICATION

15. Copies of the *Government Gazette* which may be required as proof of publication may be ordered from the Government Printer at the ruling price. The Government Printer will assume no liability for any failure to post such *Government Gazette(s)* or for any delay in dispatching it/them.

BEWYS VAN PUBLIKASIE

15. 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 aanbring 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 kopie drie kalenderweke voor publikasie ingedien word

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

TRANSVAAL

Saak 2783/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **P. F. Vorster**, Eerste Verweerder, en **E. Vorster**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 26 September 1995 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie Skuldenaar op 15 November 1995 om 12:00 te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregteelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1275, Uitbreiding 2, Evander, geleë in die dorp Evander, Registrasieafdeling IS, Transvaal.

Adres: Sherbrookstraat 4, Evander.

Beskrywing van eiendom: Drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer, toilet, motorhuis, betonomheining en sinkdak.

Groot: 833 (agt drie drie) vierkante meters.

Geteken te Secunda op hede hierdie 9de dag van Oktober 1995.

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

Case 10381/95
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kleynhans: Robert James**, First Defendant, and **Kleynhans: Anna Johanna Susanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 17 November 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 1064, Florida Park Extension 5 Township, Registration Division IQ, the Province of Gauteng, area 1 046 (one thousand and forty-six) square metres, situated at 2 Phoebe Street, Florida Park Extension 5.

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

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

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

Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ404.)

Saak 12675/95

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Kevin Joseph Veale**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 26 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Benoni, op 16 November 1995 om 10:00 te Kempstonlaan 49, Benoni, verkoop:

Sekere Erf 3202, Northmead-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Endstraat 7, Northmead, groot 833 (agthondred drie-en-dertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit/eetkamer, drie slaapkamers, kombuis, badkamer, motorhuis, bediendekamer met 'n woonkamer en kombuis en badkamer.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg '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 Kempstonlaan 49, Benoni.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0553).]

Saak 11151/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Sarah Lettie Sigawule N.O.** (in haar hoedanigheid as eksekutrise in die boedel van wyle **Ben Mjwalo Sigawule**), Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op die 6de dag van Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Benoni, op 16 November 1995 om 10:00 te Kempstonlaan 49, Benoni, verkoop:

Sekere Erf 5959, Etwatwa-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 325 (driehonderd vyf-en-twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n klinkergebou met 'n teëldak, bestaande uit 'n sitkamer, slaapkamer, kombuis en 'n badkamer.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Kempstonlaan 49, Benoni.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0474).]

Case 111342/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Pretorius, Maryna**, First Defendant and **Denysshien, Anton Gerhard**, Second Defendant

In Execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without Reserve will be held at the offices of the Sheriff Johannesburg at 131 Marshall Street, Johannesburg on 16 November 1995 at 10:00 of the undermentioned property of the Defendants on the Conditions to be read out by the Sheriff at the time of the sale and which Conditions may be inspected at the offices of the Sheriff, Johannesburg, prior to the sale.

Certain Portion 13 of Erf 697 Elandspark Township, Registration Division IR in the Province of Gauteng, situated at 64 Cartwright Avenue, Elandspark. Measuring 946 (nine hundred and forty-six) square metres.

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

Building built of brick and plaster, IBR roof, comprising of a combined lounge and diningroom, kitchen, two bedrooms, one and one half bathroom. *Outbuildings:* w/c and carport.

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

Dated at Johannesburg on this 4th day of October 1995.

Hammond Pole & Dixon Inc, c/o Mark Yammin, Hammond & Partners, 2nd Floor, Domicillium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00312/mrs Kok.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Khumalo N.O.: Nomathamsanqa Edith**, Defendant

In Execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without Reserve will be held at the office of the Sheriff Alberton at 1st Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton on 14 November 1995 at 10:00 of the undermentioned property of the Defendants on the Conditions to be read out by the Sheriff at the time of the sale and which Conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain Erf 227, Roodebult Township, Registration Division IR in the Province of Gauteng, situated at 4 Kiepersoon Street, Roodekop, Germiston. Property Zoned Residential. Measuring 789 (seven hundred and eighty-nine) square metres.

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

Building built of brick and plaster, tiled roof, comprising of a lounge, combined diningroom and kitchen, three bedrooms, bathroom with w/c. *Outbuildings: 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. Auctioneer's charges, payable on the day of the sale, to be paid by the Purchaser.

Dated at Johannesburg on 3 October 1995.

Hammond Pole & Dixon Inc, c/o Mark Yammin, Hammond & Partners, 2nd Floor, Domicillium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00301/mrs Kok.)

Saak 9189

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, formerly trading as Allied Bouvereniging, Eiser en **Westwood, Thirza Mary**, Eerste Verweerder en **Westwood, Michael William**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 16 November 1995 om 10:00 van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê.

Sekere Erf 325 Wes Turffontein-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal en ook bekend as Hammond-weg 28, Wes Turffontein-uitbreiding 2. Grootte 1 070 m² (een nul sewe nul) vierkante meter.

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

Hoofgebou: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/stort/toilet.

Buitegeboue: Motorhuis, motorafdak, toilet, bediendekamer.

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 000,00 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000,00 (sesduisend rand). Minimum fooie R100,00 (eenhonderd rand).

Gedateer te Johannesburg op hede die 3de dag van Oktober 1995.

J.J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, 9de Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/A8330E/04.)

Case 19777/94

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 **Strydom, Hendrik Gerrit**, First Defendant/Execution Debtor and **Strydom, Jennifer Anne**, 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 1st Floor, Terrace Building, 1 Eason Terrace Street, New Redruth, Alberton on Tuesday, 14 November 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 25 Roodekop Township, Registration Division IR, Transvaal, measuring 805 square metres and held under Deed of Transfer T2530/1977 situated at 231 Klipspringer Avenue, Leondale, 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.

Consisting of kitchen, two bathrooms and five other rooms.

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 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 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000,00 (six thousand rand) and a minimum fee of R200,00 (two hundred rand).

Dated at Johannesburg this 2nd day of October 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. 336-0274.) (Ref. Max Cohen/Clinton Lewis/F251.)

Saak 11616/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Andreas Costa Tsouris**, Eerste Verweerder, en **Deanne Merle Tsouris**, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 20 Julie 1995, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Benoni, op 16 November 1995 om 10:00 te Kempstonlaan 49, Benoni, verkoop:

Sekere Erf 2263, Benoni-dorpsgebied, Registrasieafdeling IR, Gauteng, beter bekend as Vyfde Laan 31, Northmead, Benoni, groot 1 190 (eenduisend eenhonderd-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, gesinskamer, badkamer, kombuis, motorhuis, bediendekamer, bediendetoilet, motorafdak en swembad.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Baljufooi, enige statutêre belasting asook agterstalige 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 Kempstonlaan 49, Benoni.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw: T. du Plessis/AN (FF 0513).]

Case 6843/94

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 **Josias Willem Spies**, First Defendant, and **Petronella Jacoba Spies**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 26 May 1995, and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 25 November 1995 at 10:00, at the property namely:

Certain Erf 4944, Benoni Extension 14 Township, situated at 28 Cambridge Street, Township of Benoni Extension 14, District of Benoni, measuring 1 081 (one thousand and eighty-one) square metres.

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

Building built of brick and consists of entrance hall, lounge, dining-room, three bedrooms, bathroom, separate w/c, kitchen, garage, servant's room, bathroom.

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

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

Dated at Benoni on this 27th day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whitson/U00260.)

Case 429/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LEBOWAKGOMO HELD AT THABAMOOPO**

In the matter between **In Mora Factors (Pty) Ltd**, Plaintiff, and **Matlale Elias Maboko**, Defendant

In pursuance of a judgment by the above Honourable Court on 18 July 1995 and a warrant of execution against property the property described as:

Ownership Site S955, in the Township of Lebowakgomo, in the District of Thabamooopo, measuring 540 m², will be sold in front of the Magistrate's offices at Thabamooopo by the Sheriff of Thabamooopo on 24 November 1995 at 10:00, without reserve to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Dwelling.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser shall pay 10% (ten per centum) of the purchase price or R500 (five hundred rand) whichever is the greater, in cash immediately after the sale, and the balance together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold "voetstoots" and subject to—

2.1 the Magistrates' Courts Act and the rules made thereunder;

2.2 the conditions of the title deed;

2.3 the conditions of sale, which may be inspected at the offices of the Sheriff who will read the conditions of sale immediately before the sale.

Dated at Pietersburg on this 26th day of September 1995.

P. J. Luyt, Attorney for the Plaintiff, Pratt Luyt & De Lange, Legnum Park, 20 Market Street; P.O. Box 152, Pietersburg, 0700. (Ref. P. J. Luyt/SJ/PC6492.)

Case 1798/94**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 **Neil Charles Phillips**, First Defendant, and **Antoninette Phillips**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 13 March 1995 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 23 November 1995 at 10:00, at the property, namely:

Certain Portion 182 (a portion of Portion 68) of the farm Kleinfontein 67, situated at 64 Railway Avenue, Kleinfontein, District of Benoni, measuring 1 130 (one thousand one hundred and thirty) square metres.

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

Building built of brick under a tiled roof, and consists of store-room, servant's room with bathroom and toilet, double garage, entrance hall, lounge, dining-room, TV-room, three bedrooms, two bathrooms and toilets.

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

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

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

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whitson/U00134.)

Case 01761/95

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

In the matter between **United Bank**, Plaintiff, and **Andrew Hercules Marshall**, First Defendant, and
Alta Margaretha Marshall, 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, 15 November 1995 at 10:00, at the premises situated at 12 Jansen Street, Brakpan North Extension 2, Brakpan, without reserve to the highest bidder:

Certain Erf 958, situated in the township of Brakpan North Extension 2, Registration Division IR, Transvaal, also known as 12 Jansen Street, Brakpan North Extension 2, Brakpan, measuring 886 square metres, held by Deed of Transfer T49155/1993.

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

Dwelling-house: Brick building with plaster and tiled roof, kitchen, lounge, dining-room, living room, one main bedroom plus other bedroom, bathroom, toilet, outside toilet and fenced with pre-cast walling.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten 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 25th 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/B03095.)

Saak 314/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CHRISTIANA GEHOU TE CHRISTIANA

In die saak tussen **C. S. Liebenberg**, Eiser, en **L. M. W. de Jager BK**, Verweerder

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 31 Julie 1995, en 'n lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom voetstoots verkoop word deur die Balju van Christiana voor die Landdroskantoor, Pretoriusstraat, Christiana, op 27 Oktober 1995 om 10:00, naamlik:

Erf 957, geleë in die dorp Christiana, Registrasieafdeling HO, Transvaal, groot 2 855 (twee agt vyf vyf) vierkante meter.

Die eiendom is verbeter as volg: Woonhuis en buitegeboue.

Die eiendom is geleë te Robynstraat 104, Christiana.

Verkoopvoorwaardes:

1. Die eiendom sal vir kontant aan die hoogste bieder, sonder reserwe, verkoop word. Die verkoping sal onderworpe wees aan die bepalings van die regulasies van die Wet op Landdroshoue en die titelakte van die eiendom, waar van toepassing.

2. Die koopprys sal soos volg betaalbaar wees:

2.1 10% (tien persent) daarvan in kontant op die dag van die verkoping.

2.2 Die balans moet gewaarborg word teen registrasie van transport by wyse van 'n goedgekeurde bankwaarborg binne 21 (een-en-twintig) dae na die verkoopdatum.

3. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor te Pretoriusstraat 6, Christiana en by die kantore van die Eiser se prokureurs.

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

B. J. Liebenberg, vir Liebenbergs, Prokureurs vir Eiser, Voortrekkerstraat 16, Posbus 406, Christiana. [Tel. (0534) 3-313.]

Case 13150/95

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

In the matter between **United Bank**, Plaintiff, and **Leon Henry van der Merwe**, 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, 15 November 1995 at 11:00, at the premises situated at 103 Escot Close, Brakpan Noord Extension 3, Brakpan, without reserve to the highest bidder:

Certain: Portion 103 of Erf 1605, situated in the Township of Brakpan North Extension 3, Registration Division IR, Transvaal, also known as 103 Escot Close, Brakpan North Extension 3, Brakpan, measuring 362 square metres, held by Deed of Transfer T35103/1994.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Dwelling-house: Brick building with plaster and tiled iron roof, kitchen, main bedroom plus other bedroom, bathroom, lounge, dining-room, single garage and fenced with split-poles.

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 24th 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/B22595.)

Saak 19705/94

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

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk**, Eiser, en **Timothy Matlaweng Mogale**, Eerste Verweerder, en **Sarah Mokgaetji Mogale**, Tweede Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 10 November 1995 om 11:00, by Gedeelte 83, De Onderste-poort (net noord van Sasko meule ou Warmbadpad) deur die Balju, Wonderboom, per openbare veiling verkoop sal word:

Die voormelde onroerende goed is Resterende Gedeelte van Erf 2051, Blok GG, Soshanguve-dorpsgebied, Registrasie-afdeling JR, Transvaal, groot 319 m², gehou kragtens Akte van Transport T17552/93.

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

Terme: Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprys, in kontant op die dag van die verkoping, 10 November 1995, te betaal. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat deur die eiser se prokureurs verstrek moet word binne 14 (veertien) dae na die verkoping wat nagegaan kan word by die kantore van die Balju, Wonderboom, gedurende kantoorure.

Voorwaardes: Die bovermelde eiendom sal verkoop word aan die hoogste bieder en onderhewig aan die voorwaardes vermeld in die Akte van Transport.

Die voorwaardes van verkoping sal uitgelees word deur die Afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word te die kantore van die Balju.

Ross & Jacobsz, Prokureurs vir Eiser, Tweede Verdieping, R & J-gebou, Kerkstraat 421, Arcadia, 0083. (Verw. SDJ/M29/KA62.)

Saak 7187/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOÛ TE KLERKSDORP

In die saak tussen **Stadsraad van Klerksdorp**, Eiser, en **M. C. de Beer**, getroud binne gemeenskap van goed met I. J. de Beer, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 17 November 1995 om 10:00:

Erf 130, geleë in die dorp Meiringspark, Registrasieafdeling IP, Transvaal (Noord-Wes) (bekend as Van der Vyverlaan 34, Meiringspark, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T56346/93, bestaande uit drie slaapkamers, sitkamer, eetkamer, ingangsportaal, kombuis, badkamer met toilet, twee motorhuis-afdakke, twee motorhuise en wasgoedkamer met buite toilet.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is.

2. Die balans koopprys met rente daarop teen 15,50% (vyftien komma vyf nul persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 28ste dag van September 1995.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. mev. Van Staden/MM/ZB5689.)

Saak 6631/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Stadsraad van Klerksdorp**, Eiser, en **A. R. Pelesane**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 17 November 1995 om 10:00:

Erf 165, geleë in die dorp Ellaton, Registrasieafdeling IP, Transvaal (Noord-Wes) (bekend as Raystraat 9, Ellaton), groot 1 108 (eenduisend eenhonderd en agt) vierkante meter, gehou kragtens Akte van Transport T40810/94, bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers met toilet, motorhuis en bediendekamer.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is;
2. Die balans koopprys met rente daarop teen 15,50% (vyftien komma vyf nul persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg;
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 28ste dag van September 1995.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. mev. van Staden/MM/ZP4293.)

Saak 16182/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Stadsraad van Klerksdorp**, Eiser, en **M. Bhoola, H. N. Gordhan, A. Bhoola en K. Bhoola**, Verweerders

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 17 November 1995 om 10:00:

Erf 14, geleë in die dorp Sakhrol, Registrasieafdeling IP, Transvaal (Noord-Wes) (bekend as Ramjeestraat 11, Manzilpark), groot 471 (vierhonderd een-en-sewentig) vierkante meter gehou kragtens Akte van Transport T11910/82, bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer met toilet.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is;
2. die balans koopprys met rente daarop teen 15,50% (vyftien komma vyf nul persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg;
3. die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 28ste dag van September 1995.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. mev. van Staden/MM/ZB5579.)

Saak 14505/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Stadsraad van Klerksdorp**, Eiser, en **K. N. Scheepers**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 17 November 1995 om 10:00:

Erf 1720, geleë in die dorp Alabama-uitbreiding 2 (Registrasieafdeling IP, Transvaal) (bekend as Wesbankstraat 3, Alabama), groot 650 (seshonderd-en-vyftig) vierkante meter gehou kragtens Akte van Transport T6245/91, bestaande uit drie slaapkamers, sitkamer, eetkamer kombuis en badkamer met toilet.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is;
2. die balans koopprys met rente daarop teen 15,50% (vyftien komma vyf nul persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg;
3. die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 28ste dag van September 1995.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. mev. van Staden/MM/ZS5226.)

Case 16831/95
PH 136IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Stohen, Michele**, 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, Johannesburg South, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 16 November 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg:

Section 8, in the scheme known as Bellemonde, Ormonde Extension 1 Township, Johannesburg, measuring 59 (fifty-nine) square metres, being 8 Bellemonde, Ellingen Road, Ormonde Extension 1, held under Deed of Transfer ST.56192/92.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A flat consisting of lounge, dining-room, kitchen, bedroom and bathroom.

Zoning: Residential.

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 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).

Date: 22 September 1995.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6S817.)

Saak 175/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **NBS Bank Beperk**, Eiser, en **Markstraat 56 Bronkhorstspuit BK**, Eerste Verweerder, en **Douwina Holtzhausen**, Tweede Verweerderes

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstek vonnis wat in bogemelde Hof op 12 September 1995 toegestaan is, verkoop word op Vrydag, 24 November 1995 om 12:00, te die Landdroskantoor, Bronkhorstspuit, in eksekusie, ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor te Markstraat 30, Bronkhorstspuit, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Erf 158, geleë in die dorpsgebied Erasmus, Registrasieafdeling JR, provinsie Oos-Ternasvaal, groot 2 552 vierkante meter, gehou kragtens Akte van Transport T98858/93.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944 sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekend gemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede die 4de dag van Oktober 1995.

Andre Smit, vir Geo Kilian Prokureurs, Krugerstraat 55, Bronkhorstspuit, 1020. (Verw. SMIT/ia/H175.)

Case 8655/92

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

In the matter between **K. Masilela**, Plaintiff, and **M. Nkambule**, Defendant

Pursuant to a judgment against the above Defendant of the above Honourable Court in the above-mentioned matter dated 7 December 1992 and an attachment of execution, the following property of the Defendant will be sold in execution on Friday, 10 November 1995 at 11:00, at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord) to the highest bidder subject to the conditions which will be read out by the auctioneer at the sale:

Erf 11964, Mamelodi Township, Registration Division JR, Province of Gauteng, measuring 511 (five hundred and eleven) square metres and held under Certificate of Registered Grant of Leasehold TL.42682/1985.

The following improvements are situate on the property although in this respect nothing is guaranteed: A house consisting of a lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at 18,5% (eighteen comma five per centum) per annum to be payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within thirty (30) days from the date of sale. Auctioneer's charges calculated at 5% (five per centum) (minimum R50) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000.

The full conditions of sale are lying for inspection at the offices of the Sheriff of the Magistrate's Court, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Dated at Pretoria this the 11th day of October 1995.

MacIntosh Cross & Farquharson, Attorneys for Plaintiff, 210 Permanent Building, 246 Paul Kruger Street, Pretoria. (Ref. D. Thompson/dm/G40/95.)

Case 458/95

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

In the matter between **Mortgage Investment Corporation (Pty) Limited**, Plaintiff, and **Feute Sibanda**, Defendant

Pursuance to the judgment of the above Court and writ of execution dated 23 August 1995, the undermentioned immovable property will be sold by Public Auction on Friday, 17 November 1995 at 11:00, at the office of the Sheriff of Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), to the highest bidder:

Erf 1561, Soshanguve, H Township, Registration Division JR, Transvaal, measuring 300 square metres, held by virtue of Deed of Transfer T26451/93, known as 1561 Block H, Soshanguve.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A single-storey dwelling under a tile roof comprising three bedrooms, dining-room, kitchen, lounge, study and two bathrooms.

Conditions of sale: 10% (ten per cent) and Sheriff of the Magistrate's Court charges in cash or by means of bank-guaranteed cheque, immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Signed at Cape Town this 5th day of October 1995.

D. J. Lloyd, for Walker Malherbe Godley & Field, Plaintiff's Attorneys, 15th Floor, Pleinpark, Plein Street, Cape Town. (Ref. DJL/ND.)

Saak 246/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LEBOWAKGOMO GEHOU TE LEBOWAKGOMO

In die saak tussen **Ezekiel Mkitijelwa Masango**, Eiser, en **Machaba Francis Phaleng**, Verweerder

'n Openbare veiling met 'n reserweprys sal deur die Balju, Mankweng, op 24 November 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Magistraat, Lebowakgomo ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Huis 401, Lebowakgomo.

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

Terme:

1. Die eiendom word verkoop met 'n 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 30 (dertig) dae aan die Balju.
3. Die eiendom word verkoop soos deur die titelaktes en kaart voorgestel.
4. Die eiendom word voetstoots verkoop.

Gedateer te Pietersburg op hierdie 10de dag van Oktober 1995.

Naudé & Scheepers, Eerste Verdieping, Rampie Smitgebou, Hans van Rensburgstraat 41, Posbus 922 en 2746, Pietersburg. [Tel. (0152) 295-2094/5.] (Verw. C. Naudé/prf/SM0057.)

Saak 8301/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Unibank Limited**, Eiser, en **Jan le Roux de Vries**, Verweerder

Geliewe kennis te neem dat die onroerende eiendom hierna genoem op 10 November 1995 om 11:00, by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, deur die Balju, Wonderboom per openbare veiling verkoop sal word:

Die voormelde onroerende eiendom is Erf 159, Tileba-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 110 (eenhonderd en tien) vierkante meter, gehou kragtens Akte van Transport T82230/93, beter bekend as Vaandragerstraat 247, Tileba:

Terme: Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprys, in kontant op die dag van die verkoping te betaal. Die balans moet verseker word deur 'n bank of bougenootskapswaarborg wat deur die Eiser se prokureurs goeagekeur is en wat aan voormelde prokureurs verstrekkend moet word binne 14 (veertien) dae na die verkoping en soos wat meer volledig blyk uit die voorwaardes van die verkoping, wat nagegaan kan word by die kantore van die Balju, Wonderboom, gedurende kantoorure te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

Voorwaardes: Die eiendom sal aan die hoogste bieder verkoop word en onderhewig aan die voorwaardes vermeld in die Akte van Transport.

Die voorwaardes van verkoping sal uitgelees word deur die afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Wonderboom.

Geteken te Pretoria op die 3de dag van Oktober 1995.

A. Hamman, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum, Bureaulaan, Pretoria; Posbus 565, Pretoria, 0001. (Tel. 326-1250.) (Verw. A. Hamman/SDS.)

Case 5144/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Catrina Johanna Susanna Brett**, Defendant

Kindly take notice that pursuant to a judgment granted on 13 September 1993 and warrant of execution dated 21 October 1993 (re-issued), the following property will be sold in execution at 11:00 on Wednesday, 22 November 1995 at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 5044, Northmead Extension 9 Township, Registration Division IR, Transvaal, measuring 750 (seven hundred and fifty) square metres.

Improvements: Single storey semiface brick under tile, entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, shower, TV-room, double garage, brick driveway, patio, electronic gates and outside toilet, known as 9 Olienhout Street, Northmead Extension 9, Benoni.

Terms and conditions:

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

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

Dated at Benoni on this the 13th day of October 1995.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1600. (Tel. 421-0921.) (Ref. Mrs Bluett/N1153.)

Case 4266/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Daniel Jacobus du Plessis**, Defendant

Kindly take notice that pursuant to a judgment granted on 27 July 1995 and warrant of execution dated 28 July 1995, the following property will be sold in execution on Wednesday, 22 November 1995 at 11:00 at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 1504, Crystal Park Extension 2 Township, Registration Division IR, Transvaal, measuring 872 (eight hundred and seventy-two) square metres.

Improvements: Single storey semi-face brick under tiles, lounge/dining-room, two bedrooms, bathroom, toilet, kitchen, patio and brick paving, known as 132 Concorde Road, Crystal Park Extension 2, Benoni.

Terms and conditions:

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

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

Dated at Benoni on this the 13th day of October 1995.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1600. (Tel. 421-0921.) (Ref. Mrs Bluett/N1387.)

Case 18786/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Harry Tekana**, First Defendant, and **Grace Tekana**, Second Defendant

Notice is hereby given that on 17 November 1995 at 11:00 the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 18 August 1995, namely:

Certain Erf 1268, Leachville Extension 1, Registration Division IR, the Province of Gauteng, situated at 7 Bottlebrush Street, Leachville Extension 1, Brakpan.

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

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

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/HO1899.)

Case 19700/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Cornelis Johannes Stroh**, First Defendant, and
Susanna Elizabeth Stroh, Second Defendant

Notice is hereby given that on 17 November 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 5 September 1995, namely:

Certain Erf 2104, Brakpan, Registration Division IR, the Province of Gauteng, situated at 61 Hamilton Avenue, Brakpan.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, living-room, scullery and outbuildings comprised toilet, two carports, garage, servants' quarters, store-room.

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

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/HO6076.)

Case 21562/92
PH 388
DX516/J21

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Eck: Johannes Hendrik**, 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 offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at Thursday, 16 November 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 938, Robertsham Township, Registration Division IR, the Province of Gauteng, area 890 (eight hundred and ninety) square metres, situated at 6 Huxton Road, Robertsham, Johannesburg.

Improvements: (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge/dining-room, garage, servants' quarters, servant's toilet with precast walls and wire fence around property.

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

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures/Z815.)

Case 11160/95
PH 388
DX516/J21

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rossouw: Andre Jacobus**, First Defendant, and
Rossouw: Sharon Diane, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria, on Friday, 17 November 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 1508, Westonaria Township, Registration Division IQ, the Province of Gauteng, area 1 983 (one thousand nine hundred and eighty-three) square metres, situated at 133 Edwards Avenue, Westonaria.

Improvements (not guaranteed): A house under iron roof consisting of bedrooms, bathroom, lounge and kitchen with garage.

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

Dated at Johannesburg on this 13th day of October 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg, (Tel. 331-8535.) (Ref. Foreclosures/Z517.)

Case 9039/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Piet van Bekkum**, Plaintiff, and **Antonie Christoffel Prinsloo**, 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, Wonderboom, at Office of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord) on Friday, 17 November 1995, at 11:00 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, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord).

Portion 116 (a portion of Portion 93) of the farm Haakdoornboom 267, Registration Division JR, Transvaal; measuring 8,5653 hectare; held by virtue of Deed of Transfer T61653/1987; known as Plot 116 Haakdoornboom.

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

Dwelling house with iron roof consisting of lounge, diningroom, kitchen, scullery, two bedrooms, bathroom/toilet. Outbuildings consist of two servants rooms and a storeroom.

Dated at Pretoria on this the 16th day of October 1995.

D. Frances, Attorneys for Plaintiff, Hack Stupel & Ross, Second Floor, Standard Bank Chambers, Church Square, Pretoria. (Tel. (012) 325-4185) (Ref. D. Frances/JD HA 2717.)

Saak 5414/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Plaaslike Oorgangsraad van Groter Potgietersrus**, Eiser, en **Sake Development Co (Edms) Bpk**, Verweerder

Ingevolge 'n vonnis toegestaan teen bovermelde Verweerder deur die Agbare Hof in bovermelde aangeleentheid gedateer 15 Mei 1995 en 'n beslaglegging van eksekusie, sal die volgende eiendom van die Verweerder verkoop word deur die Balju, Potgietersrus, op Vrydag, 17 November 1995, om 10:00, voor die Landdroskantoor te Hoogestraat, Potgietersrus, aan die hoogste bieder onderhewig aan die voorwaardes wat deur die afslaer gelees sal word tydens die verkoping:

Erf 1340, Uitbreiding 5, geleë in die dorp Piet Potgietersrus, Registrasieafdeling KS, provinsie Noord-Transvaal; groot 2 955 vierkante meter. (Ook bekend as Brahmanstraat 44, Potgietersrus.) Gehou kragtens Akte van Transport T43934/89.

Die volgende verbetering is op die eiendom aangebring, alhoewel niks in hierdie verband gewaarborg word nie:

'n Industriële gebou bestaande uit 'n staalstruktuur met 'n sinkdak en wat aan drie kante toegemaak is met twee meter hoë sink. Die totale oppervlakte van die struktuur is ongeveer 900 vierkante meter en beskik die staalstruktuur ook oor 'n betonvloer. Onder die staalstruktuur is 'n gedeelte toegebou met stene en sement wat bestaan uit 'n werksarea asook 'n kantoorgedeelte met ablusiegeriewe bestaande uit twee storte, twee toilette en twee handewasbakke. Die oppervlakte van die toegeboude area is ongeveer 250 vierkante meter.

Die eiendom beskik oor sekuriteitsheining aan alle kante en beskik verder oor 'n motorafdak wat staanplek bied vir twee motors.

Voorwaardes: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping, die balans en rente op die volle koopprys teen 18,5% (agtien komma vyf per sentum) per annum betaalbaar tydens registrasie van transport verkrygbaar vanaf 'n bank, bouvereniging of ander aanvaarbare waarborg wat voorsien moet word binne dertig (30) dae vanaf datum van aankoop. Afslaer's koste bereken een 5% (minimum R50,00) uit die opbrengs van die verkoping tot en met 'n prys van R20 000,00 en daarna 3% (drie persent) op 'n maksimum fooi van R6 000,00.

Die volle verkoopvoorwaardes lê gereed vir inspeksie by die kantore van die Balju, Eerste Verdieping, Munpengebou, Voortrekkerweg 80, Potgietersrus [Tel. (0154) 3187].

Gedateer te Pretoria op hede die 17de dag van Oktober 1995.

MacIntosh Cross & Farquarson, Prokureurs vir Eiser, Permanentegebou 210, Paul Krugerstraat 246, Pretoria. (Verw. J. v.d. Merwe/DD/V130/95.)

Saak 571/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser en **M.J. Rabodiba**, Eerste Verweerder en **R.F. Rabodiba**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning, sal die ondergenoemde eiendom as 'n eenheid om 11:00 op die 17de dag van November 1995 te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord per publieke veiling deur die Balju, Pretoria-Noord verkoop word:

Die reg titel en belang van Erf 1397, Blok GG tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve gehou kragtens Akte van Transport van Huurpag TL2022/90. *Grootte*: 348 (drie vier agt) vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie):

Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit sitkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 12de dag van Oktober 1995.

C.J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Mnr Van Wyk/B49/205/EJ)

Saak 6354/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.**, voorheen Nedperm Bank Bpk., Eiser, en **W. J. van der Walt**, Eerste Verweerder, en **J. P. van der Walt**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Rustenburg en lasbrief tot geregtelike verkoping met datum van 27 Februarie 1995, sal die ondervermelde eiendom op Vrydag, 10 November 1995 om 11:00, te die Landdroskantoor, Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 1 van Erf 942, in die dorp Safarituine-uitbreiding 2, Registrasieafdeling JQ, provinsie Noordwes, groot 1 027 vierkante meter, bekend as Suikerbekkiestraat 6, Safarituine-uitbreiding 2, Rustenburg, gehou kragtens Akte van Transport T39752/1987, waarop opgerig is, woonhuis van baksteenmure onder 'n staal dak wat gesê word vyf kamers, buiten kombuis en twee badkamers en gewone buitegeboue bestaande uit motorhuis, bediendekamer en toilet te bevat ten opsigte waarvan egter geen waarborg gegee word nie.

Voorwaardes: 10% (tien persent) van die koopsom in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg gelewer te word binne 21 (een-en-twintig) dae. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Smitslaan 30, Rustenburg, nagesien word.

Die eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

Immelman Visagie & Van der Merwe, Prokureurs vir Eiser, Bergstraat 57, Posbus 673, Rustenburg, 0300.

Case 15843/92

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

In the matter between **Jan Harm Jansen van Rensburg**, Plaintiff, and **Hester Johanna Jansen van Rensburg**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property with a reserve price of R2 000 (two thousand rand) will be sold in execution to the highest bidder, to be held on 17 November 1995 at 10:00, in Room 83, Magistrate's Office, Market Street, Bethal:

Erf 62, New Bethal East, Registration Division IS, Transvaal, measuring 2 328 (two thousand three hundred and twenty-eight) square metres, held by Plaintiff under Deed of Transfer T26794/1990, situated at 11 Spoor Street, Bethal North.

The following information is furnished, though in this respect nothing is guaranteed: Erf 62, face brick house with corrugated iron roof, consisting of lounge, dining-room, three bedrooms, kitchen, bathroom and separate toilet. Garage, servant's room with toilet. Wire fencing.

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

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

S. E. Postmus, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. N2/344538/dw.)

Case 15843/92

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

In the matter between **Jan Harm Jansen van Rensburg**, Plaintiff, and **Hester, Johanna Jansen van Rensburg**, 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 17 November 1995 at 10:00, in Room 83, Magistrate's Office, Market Street, Bethal:

Erf 125, Bethal, Registration Division IS, Transvaal, measuring 2 855 (two thousand eight hundred and fifty-five) square metres, held by Plaintiff under Deed of Transfer T38566/1991, situated at 20 Church Street, Bethal.

The following information is furnished, though in this respect nothing is guaranteed: Erf 125, sandstone house in poor condition, mostly fallen into ruins with wooden floors and corrugated iron roof, consisting of three bedrooms, bathroom and shower, kitchen, sitting/dining-room, three servants' quarters with two toilets and shower.

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

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

S. E. Postmus, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. N2/344538/ldw.)

Case 2451/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Steven Wasserman**, First Defendant, and **Nicola Wasserman**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 15 May 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 November 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Portion 4 of Erf 2697, Rynfield Extension 28 Township, Registration Division IR, the Province of Gauteng, situated at 4 Rooivink Street, Rynfield Extension 28, Benoni, measuring 313 (three hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, residence comprising of an entrance patio, lounge, dining-room, kitchen, two bedrooms, one and a half bathroom and two toilets.

Outbuildings: Garage, brick paving and swimming-pool.

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 11th day of October 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg; c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. N00304/Mrs Kok.)

Case 3001/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jan Harm Oosthuizen**, First Defendant, and **Elizabeth Jacoba Oosthuizen**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 2 August 1995, and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 29 November 1995 at 11:15, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Holding 166, Rynfield Agricultural Holdings Section 2, Registration Division IR, Transvaal, measuring 1,3825 (one comma three eight two five) hectares.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, harvey tiled roof, lounge, dining-room, study, kitchen, pantry, four bedrooms, two bathrooms, shower, three toilets, entrance hall, bar, laundry, VIC and guest toilet, servants' quarters, store room with toilet and shower, swimming-pool, concrete drive and paving, patios, carport, horse stables and borehole.

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 10th day of October 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. I. Beetge/N0031B.)

Saak 12672/95

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Alpheus Moeketsi Masemola**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 1 Junie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 17 November 1995 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere alle reg, titel en belang in die huurpag ten opsigte van Perseel 100, Blok FF, geleë in die woongebied Soshanguve, groot 803 (agthonderd en drie) vierkante meter.

Sonering: Spesiale woon.

Die eiendom is geplunder en sal gesloop moet word.

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 Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad).

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0561).]

Saak 18545/91

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

In die saak tussen **Volkkas Bank Beperk**, Eiser, en **Fana Jacob Nyembe**, a/e van Corner Topsport Motors, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Johannesburg, te Marshallstraat 131, Johannesburg, op 16 November 1995 om 10:00, van 'n eenheid bestaande uit:

Eenheid 24, soos getoon en meer volledig beskryf op Deelplan 80/1982, in die gebou of geboue bekend as Mandalayhof, waarvan die vloeroppervlakte volgens die genoemde Deelplan 43 (drie-en-veertig) meter groot is, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel 80/1982 (24) (unit), beter bekend as Mandalayhof 604, Pietersenstraat, Johannesburg.

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

Verbeterings: 'n Baksteenwoonhuis bestaande uit slaapkamer, aparte toilet, badkamer, eetkamer, kombuis en balkon.

Besigtig voorwaardes by Balju, Johannesburg, te Marshallstraat 131, Johannesburg.

Tim du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. mnr. Beukes/avg.)

Case 15983/95
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 **Crew, Donald Thomas**, First Execution Debtor, and **Crew, Bernadette Theresa**, 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 Lochner Park, Block D, First Floor, corner of Suttie Street and Richards Drive, Halfway House, on 22 November 1995 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff Alexandra, at Lochner Park, Block D, First Floor, corner of Suttie Street and Richards Drive, Halfway House, prior to the sale:

Certain Erf 126, situated in the Township of Sunninghill, Registration Division IR, Transvaal, being 53, Edison Crescent, Sunninghill, measuring 1 433 (one thousand four hundred and thirty-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, entrance hall, family room, laundry, separate shower and toilet, sun-room, bar-room, jacuzzi, four bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, bathroom, toilet and swimming-pool.

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

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

Dated at Johannesburg this 4th day of October 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/C.361.)

Case 29819/94
PH 104

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

In the matter between **The Standard Bank of South Africa**, Execution Creditor, and **Swanepoel, Rhoda Lucelle**, 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, Nigel, on 17 November 1995 at 09:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection in the Magistrate's Court, Kerk Street, Nigel, prior to the sale:

Certain Erf 241, situated in the Township of Alrapark, Registration Division IR, Transvaal, being 7, Bongo Avenue, Alrapark, Nigel, measuring 380 (three hundred and eighty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with slate roof, comprising kitchen, lounge, three bedrooms, bathroom with outbuildings with similar construction comprising of store room.

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

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

Dated at Johannesburg this 4th day of October 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/SS.1.)

Saak 12789/95
PH 507

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

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Prinsloo, Eric Peter Charles**, Eerste Eksekusieskuldenaar, en **Prinsloo, Linda May**, Tweede Eksekusieskuldenares

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op Donderdag, 16 November 1995 om 10:00, by die kantore van die Balju, Hooggeregshof, Johannesburg, te Marshallstraat 131, Johannesburg, van die ondergemelde eiendom:

Sekere: Erf 145, Unigray-dorpsgebied, Registrasieafdeling IR, Provinsie Gauteng, groot 754 (sewehonderd vier-en-vyftig) vierkante meter, geleë te Barkerstraat 10, Unigray-dorpsgebied, Johannesburg.

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

Bestaande uit die volgende: Ingangsportaal, gang, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, buitetoilet en enkelmotorhuis.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Johannesburg, Marshallstraat 131, of Eiser se prokureurs, Blakes Prokureurs, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 27ste dag van September 1995.

C. W. S. S. Potgieter, vir Blakes Prokureurs, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks (011) 491-5593.] (Verw. PTPO14/S. Potgieter/HVM.)

Saak 5419/93

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **G. du Plessis**, Eerste Verweerder, en **M. M. du Plessis**, Tweede Verweerder

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur Nedcor Bank Beperk verkry '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 10 November 1995 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusieafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Eiendom: Erf 1185, geleë in die dorpsgebied The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, beter bekend as Ribbonstraat 190, The Orchards, Pretoria, groot 853 (agt vyf drie) vierkante meter, gehou kragtens Akte van Transport T16677/1989.

Beskrywing: Woonhuis bestaande uit twee slaapkamers, kombuis, sitkamer, eetkamer en badkamer, motorafdak en beton teëldak. Die eiendom is omhein met voorafvervaardigde betonmure. Geplaveide motoroprit.

Verwysing: Mnr. Coetzee/173/93.

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 dertig (30) dae na datum van die verkoping verstrekte word.

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 Vonniskskuldeiser.

Geteken te Pretoria op hierdie 11de dag van Oktober 1995.

Coetzee Prokureurs, SALU-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/173/93.)

**Case 12456/95
PH 388**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Smith, Wynand**, First Defendant, and **Smith, Charene**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 16 November 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 22, Evanspark Township, Registration Division IQ, Transvaal, area 813 (eight hundred and thirteen) square metres, situation 6 Brywrywen Road, Evanspark, Johannesburg.

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

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

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ572.)

**Case 25598/93
PH 482**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Fidelity Bank Limited** (formerly Eastern Province Building Society), Plaintiff/Execution Creditor, and **Carelse, Jacques Eben**, 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 Benoni, at 49 Kempston Avenue, Benoni, on Thursday, 16 November 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 1744, Crystal Park Extension 2 Township, Registration Division IR, Transvaal, measuring 866 square metres and held under Deed of Transfer T12028/1993 situated at 22 Rondebosch Street, Crystal Park, Benoni.

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

Single-storey dwelling with tiled roof, brick external walls and carpeted floors, lounge, dining-room, entrance hall, kitchen, three bedrooms, bathroom (main en suite) and bathroom.

Outbuildings: W.c. and servants' quarters and two carports.

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 14 days from the date of sale.

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

Dated at Johannesburg this 11th day of October 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Dx 257 JHB.) (Fax 336-0274.) (Tel. 333-0046.) (Ref. Max Cohen/Clinton Lewis/E254.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Kahn, Michael Alfred**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, on 23 November 1995 at 10:00 of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Section 198, as shown and more fully described on sectional plan SS79/1983 in the building or buildings known as Preston Place, situated in the Township of Berea, Local Authority of Johannesburg, of which the floor area, according to the said sectional plan is 110 (one hundred and ten) square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST79/1983(198) Unit.

Section 10 as shown and more fully described on Sectional Plan SS79/1983 in the building or buildings known as Preston Place, situated in the Township of Berea, Local Authority of Johannesburg of which the floor area, according to the said sectional plan is 49 (forty-nine) square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST79/1983(10) Unit; being Flat 1501, Preston Place, 1364 Alexandra Street (Stand), Berea, measuring 110 (one hundred and ten) and 49 (forty-nine) square metres.

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

A simplex flat with comprising kitchen, lounge/dining-room, a balcony, two bedrooms, two bathrooms with outbuildings with similar construction comprising a garage. The common property comprising a change room, three store-rooms, 26 garages, parking bays and swimming-pool.

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

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

Dated at Johannesburg on this the 11th day of October 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/K301.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Lishivha, Mbengeni Andrew**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East, on 23 November 1995 at 10:00, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Section 21, as shown and more fully described on Sectional Plan SS88/1986, in the scheme known as Rockview Heights, in respect of the land and building or buildings situated at Yeoville Township, in the area of the Johannesburg Local Authority of which the floor area according to the said sectional plan is 106 (one hundred and six) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, being Flat 118, Rockview Heights, 20 Percy Street, Yeoville, measuring 106 (one hundred and six) square metres, the following information is furnished *re* the improvements though in this respect nothing is guaranteed: A flat comprising kitchen, lounge/dining-room, bedroom and bathroom with outbuildings with similar construction comprising a parking bay.

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

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

Dated at Johannesburg this 11th day of October 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/L286.)

Saak 28182/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Schoeman Pieter Marthinus**, ID 3509215053007, Eerste Verweerder, en **Schoeman Susarah Johanna**, ID 3706090027003, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 17 November 1995 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 547, in die dorp Doornpoort, Registrasieafdeling JR, Transvaal, groot 1 120 (eenduisend eenhonderd en twintig) vierkante meter, gehou kragtens Akte van Transport T60999/1989.

Hierdie eiendom is geleë te 340 Denneboomstraat, Doornpoort, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers (bad toilet en stort, bad en toilet). *Konstruksie*: Mure - baksteen, plafon - herculite, vloer - matte en keramiek teëls, dak - teëls. *Buitegeboue*: Twee motorhuise.

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 11de dag van Oktober 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Marie/A1966.)

Saak 42972/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Joubert, Abraham Benjamin**, Identiteitsnommer 5506265079005, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord) op 17 November 1995 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord) ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 185, in die dorp The Orchards-uitbreiding 5, Registrasieafdeling JR, Transvaal, groot 1 025 (eenduisend vyf-en-twintig) vierkante meter gehou kragtens Akte van Transport T27767/1982.

Hierdie eiendom is geleë te Jacobsonstraat 9, The Orchards-uitbreiding 5, Pretoria.

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

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.

Geteken te Pretoria op hierdie 11de dag van Oktober 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2058.)

Saak 860/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Meano: Bryan Raymond**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Progressweg 182, Technikon, Roodepoort, op 17 November 1995 om 10:00, van die ondervermelde eiendom van die Verweerder, welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Roodepoort, voor die verkoping ter insae sal lê:

Sekere Erf 3103, Weltevredenpark-uitbreiding 26-dorpsgebied, Roodepoort, Registrasieafdeling IQ, Transvaal, groot 1 084 (een nul agt vier) vierkante meter (ook bekend as Pershóustraat 10, Roodepoort).

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

Woonhuis met teëldak bestaande uit familiekamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers en gang.

Buitegeboue bestaande uit: Dubbelmotorhuis en bediendekamer.

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

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

Gedateer te Johannesburg op hierdie 10de dag van Oktober 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z21083.)

Case 2556/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HIGHVELD RIDGE HELD AT EVANDER

In the matter between **First National Bank Limited**, Plaintiff, and **Johannes Petrus van Vuren**, First Defendant, and **Amanda Frances van Vuren**, Second Defendant

In pursuance of a judgment dated 12 September 1995, in the above Honourable Court, the following property will be sold in execution on 8 November 1995 at 12:00, at the Sheriff of the Court's Office, 21 Cornell Road, Evander, to the highest bidder, viz:

Erf 7482, Secunda Extension 22 Township, Registration Division IS, Transvaal, measuring 871 (eight hundred and seventy-one) square metres, held by Deed of Transfer T64934/88.

Terms: A cash deposit of ten per centum (10%) of the purchase price at the time of sale, and the balance against the transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within 21 (twenty-one) days after the date of sale, as well as 4% (four per centum) auctioneering commission, payable on confirmation of the bid.

The conditions of sale may be examined during office hours at the office of the Sheriff of the Court, 21 Cornell Road, Evander.

Signed at Secunda on 10 October 1995.

M. de Swardt, for Streicher-De Swardt, Second Floor, Room 5, Basnic Centre, Secunda. (Ref. Mrs. De Swardt.)

Case 23108/94
P.H. 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 **Chris Christodoulou Construction CC** (No. CK91/15929/23), Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 17 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Erf 855, situated in the Township of Hurlingham Extension 5, Registration Division IR, Transvaal, being 855 Goede-hoop Crescent, Hurlingham Extension 5, Sandton, measuring 858 (eight hundred and fifty-eight) square metres.

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

A vacant stand.

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 10th day of October 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/C.228.)

Case 13653/95

P.H. 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 **Rahim, Galib Ramzanali Kamrudin**, 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 17 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Section 58 as shown and more fully described on Sectional Plan SS. 366/1989, in the scheme known as Villa Royale situated in the Township of Bryanston Extension 34, being Flat 58, Villa Royale, Troupand Street, Bryanston Extension 34.

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 59 (fifty-nine) 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, separate toilet, store room, two bedrooms, bathroom with outbuildings with similar construction comprising of carport. The common property comprising of servant's room, toilet, shower, store room, 71 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 R100 (one hundred rand).

Dated at Johannesburg on this 10th day of October 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.262.)

Case 15189/92

P.H. 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 **Russell, Robert Carey**, First Execution Debtor, and **Russell, Sharn Lorraine**, 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 21 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Remaining Extent of Erf 437, situated in the Township of Ferndale, Registration Division IQ, Transvaal, being 416, Elgin Avenue, Ferndale, Randburg, measuring 2 153 (two thousand one hundred and fifty-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, entrance hall, family room, study, laundry, dressing room, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, toilet, laundry, swimming-pool, cottage comprising of lounge, bedroom, bathroom and kitchen.

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.97.)

Case 32380/94
P.H. 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Goshalia, Dharmesh**, 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 23 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 745, situated in the Township of Crosby, Registration Division IQ, Transvaal, being 113 Lismore Avenue, Crosby, Johannesburg, measuring 527 (five hundred 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 tiled roof, comprising kitchen, lounge/dining-room, laundry, pantry, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, carport, servant's room, toilet, store room and shower.

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 10th day of October 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/G207.)

Case 19747/95
P.H. 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Lochner Park, Block D, First Floor, corner Suttie Street and Richards Drive, Halfway House, on 22 November 1995 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, at Lochner Park, Block D, First Floor, corner Suttie Street and Richards Drive, Halfway House, prior to the sale:

Certain Erf 508, situated in the Township of Woodmead Extension 11, Registration Division IR, Transvaal, being 2 Kinkel Close, Woodmead Extension 11, measuring 1 403 (one thousand four hundred and three) 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 concrete roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, pantry, separate toilet, four bedrooms, three bathrooms with outbuildings with similar construction comprising of two garages, servant's room, bathroom 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 10th day of October 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.240.)

Case 10578/95
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 **Ohlinger, Clynton Wayne**, First Execution Debtor, and **Ohlinger, Junita**, 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, Roodepoort, on 17 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 1248, situated in the Township of Wilgeheuwel Extension 6, Registration Division IQ, Transvaal, being 1248 Seeduif Street, Wilgeheuwel Extension 6, Roodepoort, measuring 500 (five 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, separate toilet and shower, dressing room, three bedrooms, bathroom with outbuildings with similar construction comprising of carport.

Terms: 10% (ten per centum) of the purchase price in cash on the day of 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 10th day of October 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/O.78.)

Case 20596/95
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 **Gibson, Godfrey Lennox**, 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 23 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Holding 89, situated in the Township of Drumblade Agricultural Holdings, Registration Division IR, Transvaal, being 89 Irene Drive, Drumblade Agricultural Holdings, Meyerton, measuring 2,7065 (two comma seven zero six-five) hectares.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, TV-room, study, laundry, separate toilet and shower, four bedrooms, bathroom with outbuildings with similar construction comprising of two garages 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, 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 10th day of October 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.243.)

Saak 15534/95
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 **Woest, Jacobus Daniël**,
First Execution Debtor, and **Woest, Maria Elaina**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 23 November 1995 at 10:00, of the undermentioned property of the Defendant 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 743, situated in the Township of Three Rivers Extension 1, Registration Division IQ, Transvaal, being 27 Limpopo Street, Three Rivers Extension 1, Vereeniging. *Measuring:* 1162 (one thousand one hundred and sixty-two) square metres.

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

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

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

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

Dated at Johannesburg this 9 October 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/W195.)

Saak 95/02609

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Röhlig & Co. (SA) (Edms) Bpk**, Eksekusieskuldeiser, en **Hartslief, Philip Henry**, Eksekusieskuldenaar

Hiermee word kennis gegee dat in tenuitvoerlegging van 'n verstek vonnis bevel van bogenoemde Agbare Hof op 23 Maart 1995 in bogenoemde saak, sal die Balju, Westonaria, op 24 November 1995 om 10:00, die ondergenoemde onroerende eiendom geregtelik verkoop sonder 'n reserweprys:

Sekere Erf 1053, Glenharvie-uitbreiding 2, Registrasieafdeling IQ, Transvaal, gehou ingevolge Akte van Transport T28702/1991, groot 3 666 (drieduisend seshonderd ses-en-sestig) vierkante meter.

Die eiendom is geleë te Grootkloofstraat 46, Glenharvie-uitbreiding 2, Westonaria. Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word voor en ten tye van die verkoping, te kantore van die Balju, Westonaria, Edwardslaan 50, Westonaria (Tel. 753-2015), asook te prokureurs van die Eiser Smit Hauptfleisch & Vennote, Eerste Verdieping, North State-gebou, hoek van Mark- en Kruisstraat, Johannesburg (Tel. 333-8541). (Verw. Derek Dreyer/rl/25114).

Geteken te Johannesburg op hierdie 3de dag van Oktober 1995.

F. J. Dreyer, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North State-gebou, Markstraat 95, hoek van Kruisstraat; Posbus 1183. (Tel. 333-8541.) (Johannesburg DX 125.) (Verw. D. Dreyer/rl/25114.)

Case 1533/95

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Johannes Pieter Jan Bezuidenhout**, First Defendants, and **Hester Johanna Bezuidenhout**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 19 September 1995, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 November 1995 at 09:00 at the premises of the Magistrate's Court, Church Street, Nigel, to the highest bidder:

Property: Erf 181, Glenvarloch, Nigel, Registration Division IR, Province of Gauteng, measuring 621 square metres. Postal address: 640 Steenie Street, Glenvarloch, Nigel.

Description (but nothing is guaranteed in respect hereof): Brick building with corrugated iron roof, kitchen, dining-room, lounge, two bedrooms, bathroom, garage, outside room and scullery.

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

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

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

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

Dated at Springs on this the 3rd of October 1995.

J.H. van Heerden, for J.H. van Heerden & Cohen, c/o Brits, Pretorius, Kruger & Coetzer, Die Bankhuis, 35 Second Avenue, Nigel. (Tel. 739-7000.) (Ref. LK/ZN/V2108.)

Case 18517/95

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
Thwala Mkelele Elijah, 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, 16 November 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 202 Bertrams Township, Registration Division IR, Transvaal, measuring 447 square metres and held under Deed of Transfer T59913/1994, situated at 24 Ascot Road, Bertrams, 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. Consisting of four bedrooms, lounge, kitchen, pantry, entrance hall, bathroom, two w/c's, shower, servant's room with three w/c's, laundry, store-room and two garages.

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

Auctioneers charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R200,00 (two hundred rand).

Dated at Johannesburg this 16th day of October 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. 336-0274.) (Ref. Max Cohen/Clinton Lewis/F456.)

Case 16881/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Muller, Jacobus Johannes Philippus**,
First Defendant, and **Muller, Hendrik Johannes**, 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, Springs, at 56 12th Street, Springs, on 17 November 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Springs, prior to the sale:

Certain Holding 125, Vischkuil Agricultural Holdings Extension 1 Township, Registration Division, Province of Gauteng, situated at Plot 125, Vischkuil Agricultural Holdings Extension 1, Vischkuil, Springs.

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

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

Dated at Johannesburg this 13th day of October 1995.

Hammond Pole & Dixon c/o Mark Yammin, Hamond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00222.)

Saak 5499/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Abraham Christoffel Lues**, Eerste Eksekusieskuldenaar, en **Elizabeth Magrietha Lues**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 1 September 1995 en 'n lasbrief vir eksekusie gedateer 1 September 1995, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag 24 November 1995 om 11:00:

Erf 2307, Brakpan-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou kragtens Akte van Transport TL3680/1974, geleë te Stoffberglaan 81, Brakpan.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis en dubbelmotorhuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van Brakpan, Prince Georgelaan 439, Brakpan.

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op 13 Oktober 1995.

C. de Heus, Prokureurs vir Eksekusieskuldeiser, Du Plessis, De Heus & Van Wyk, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. Mnr De Heus/HON/AB294.)

Saak 7314/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mchitheki Piet Mnguni**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir uitwinning gedateer 9 Februarie 1995, sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 1 Desember 1995 om 10:00 by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 3011, Evaton-Wes-dorpsgebied, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter.

Verbeterings wat nie gewaarborg word nie en nie hiermee voorgedoen word korrek is nie.

Verkoopvoorwaardes:

1. Die reg sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalinge van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van verbandhouders en ander preferente krediteure.

2. Die koopprijs sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

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

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark hierdie 12de dag van Oktober 1995.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark.

Saak 1586/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eiser, en **Jurie Josias Johannes Petrus Albertus Fick**, Eerste Verweerder, en **Hester Lucia Fick**, Tweede 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 14 November 1995 om 12:00 by die perseel, synde Maroelastraat 25, Secunda, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, motorhuis, motorafdek, bediendekwartiere, omheining aan drie kante.

Eiendom: Erf 3716, Secunda-uitbreiding 8-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 996 (negehonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Transport T81871/90, geleë te Maroelastraat 25, Secunda.

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 12 Oktober 1995.

J. Jacobs, vir Cronjé, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda 2302. (Verwys: Jacobs/emcd/A.956.)

Saak 1204/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bepark**, handelende as Allied Bank, Eiser, en **Eugene Ernest Schutte**, Eerste Verweerder, en **Elize Schutte**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 19 Mei 1995 sal die eiendom hieronder genoem verkoop word in eksekusie op 14 November 1995 om 09:00 by die perseel, synde Constablestraat 11, Secunda, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis, motorafdak, omheining aan drie kante.

Eiendom: Erf 5525, Secunda-uitbreiding 16, Registrasieafdeling IS, Transvaal, groot 918 (negehonderd-en-agtien) vierkante meter, gehou kragtens Akte van Transport T9466/90, geleë te Constablestraat 11, Secunda.

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 9 Oktober 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou; Posbus 48, Secunda 2302. (Verwys. Jacobs/emcd/A.1075.)

Saak 2681/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bepark** handelende as United Bank, Eiser, en **Petrus Jacobus Venter**, Eerste Verweerder, en **Elsa Rosa Venter**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 20 September 1995, sal die eiendom hieronder genoem verkoop word in eksekusie op 14 November 1995 om 11:00 by die perseel, synde Alfred Robinsonstraat 7, Secunda, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, motorhuis, bediendekwartiere, omheining aan drie kante.

Eiendom: Erf 519, Secunda-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 936 (negehonderd ses-en-dertig) vierkante meter, gehou kragtens Akte van Transport T32298/1988, geleë te Alfred Robinsonstraat 7, Secunda.

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 10 Oktober 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou; Posbus 48, Secunda 2302. (Verw. Jacobs/emcd/A.669.)

Saak 1110/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bepark**, handelende as United Bank, Eiser, en **Josef Petrus Hermanus Steyn**, Eerste Verweerder, en **Engela Susara Steyn**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 4 September 1995 sal die eiendom hieronder genoem verkoop word in eksekusie op 14 November 1995 om 10:00 by die perseel, synde Buchananstraat 1, Secunda, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis met waskamer, vier slaapkamers, twee badkamers, bediendekwartiere, motorhuis en afdak.

Eiendom: Erf 5410, Secunda-uitbreiding 16, Registrasieafdeling IS, Transvaal, groot 928 (negehonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T2041/91, geleë te Buchananstraat 2, Secunda.

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 9 Oktober 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.1062.)

Saak 1274/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen die **Stadsraad van Lichtenburg**, Eiser, en **Meyer, A. P.**, Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 9 Desember 1994 sal die volgende eiendom te Tweede Straat 32A, Lichtenburg, per publieke veiling verkoop word op 24 November 1995 om 12:00:

Gedeelte 1 van Erf 1754, geleë te Tweede Straat 32A, Lichtenburg, Registrasieafdeling IP, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T16673/1985, synde 'n leë erf.

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

Geteken te Lichtenburg op hierdie 6de dag van Oktober 1995.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/S248/mb.)

Saak 286/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen die **Stadsraad van Lichtenburg**, Eiser, en **Denner, L. W.**, Eerste Verweerder, en **Du Plessis, J. H. J.**, Tweede Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 29 Maart 1995 sal die volgende eiendom te Hammanstraat 3, Lichtenburg, per publieke veiling verkoop word op 24 November 1995 om 09:00:

Gedeelte 3 van Erf 216, geleë te Hammanstraat 3, Lichtenburg, Registrasieafdeling IP, Transvaal, groot 1 629 vierkante meter, gehou kragtens Akte van Transport T38283/1972, synde 'n leë erf.

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

Geteken te Lichtenburg op hierdie 6de dag van Oktober 1995.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/S631/mb.)

Saak 7100/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Groter Johannesburg Metropolitaanse Oorgangsraad**, Eiser, en **David Edward Kruger**, Eerste Verweerder, en **Hester Salomina Kruger**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, om 10:00 op Vrydag, 17 November 1995:

Erf 1592, Witpoortjie-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Van Alkmarstraat 5, Witpoortjie-uitbreiding 3, distrik Roodepoort, bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder teëldak met staalvensters en voorafvervaardigde omheining—die huis bestaande uit sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, buite kamer en enkelmotorhuis.

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

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

Case 17313/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Moodley Dhanapalan**, 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 20 September 1995 will be sold in execution on Thursday, 16 November 1995 at 10:00 in front of the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1552, Parkhurst Township, Registration Division IQ, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 19 Third Avenue, Parkhurst, Johannesburg.

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

Residence: Single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tile. *Floor:* Fitted carpets and Novilon. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Garage, servant, store and toilet. *Boundary:* Brick and concrete walls. *Improvements:* Paving, walling and swimming-pool.

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, 131 Marshall Street, Johannesburg, for the Supreme Court. A substantial bank-loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Docex: DX.571.) (Tel. 36-3913/4, 336-3921/2/3.) (Ref. Mr Steyn/1483.)

Case 11528/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mbele Mike Gibson**, First Defendant, and **Mbele Thandi Victoria**, 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 20 July 1995 will be sold in execution on Thursday, 16 November 1995 at 10:00 in front of the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Portion 5 of Erf 705, Elandspark Township, Registration Division IQ, Transvaal, in extent 578 (five hundred and seventy-eight) square metres, situated at 77 Sangiro Street, Elandspark, Johannesburg.

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

Residence: Single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tile. *Floor:* Fitted carpets and Novilon tiles. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Double garage. *Boundary:* Brick and concrete walls. *Improvements:* Paving, walling and pergola.

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

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Docex: DX.571.) (Tel. 36-3913/4, 336-3921/2/3.) (Ref. Mr Steyn/1387.)

Case 2827/95
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Naicker, Saseraka**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, on 17 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale.

Erf 3283 in the Township of Lenasia South Extension 7, Registration Division IQ, Province of Gauteng, in extent 630 (six hundred and thirty) square metres, situated at 3283 Phosphorus Street, Lenasia South Extension 7.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under 17,50 pitched tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and two w/c's. *Outbuildings:* Boundary fencing.

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

Dated at Johannesburg on this the 16th of October 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6036.)

Case 12918/95
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Sefako, Thabo Mishack**, First Defendant, and **Kgengwe, Kedibone Victoria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 16 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale.

Erf 426 in the Township of Klipspruit West, Registration Division IQ, Province of Gauteng, in extent 342 (three hundred and forty-two) square metres, situated at 37 Fuchsia Road, Klipspruit West, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster under asbestos roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w/c. *Outbuildings:* Concrete boundary walls.

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

Dated at Johannesburg on this the 16th of October 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)
(Ref. D. McCarthy/J. Soma/MN6798.)

Case 19565/95
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Phago, Kgabo Michael**, First Defendant, and **Phago, Matseba Olivia**, 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 salerooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 17 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, Roodepoort, 182 Progress Road, Technikon, Roodepoort, prior to the sale.

Erf 10708 in the Township of Dobsonville Extension 3, Registration Division IQ, Province of Gauteng, in extent 361 (three hundred and sixty-one) square metres, situated at 10708 Dobsonville Extension 3.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w/c. *Outbuildings:* Boundary fencing.

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

Dated at Johannesburg on this the 16th of October 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)
(Ref. D. McCarthy/J. Soma/MN6886.)

Saak 43805/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **Alexander Johannes Munro Potgieter**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 28 Augustus 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder op 17 November 1995 om 11:00:

Gedeelte 5 van Erf 782, geleë in die dorpsgebied Ninapark-uitbreiding 6, Registrasieafdeling JR, provinsie Gauteng, groot 338 (driehonderd agt-en-dertig) vierkante meter (beter bekend as 44 Kraanaasvolweg, Ninapark-uitbreiding 6).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie:

Enkelverdiepingwoonhuis met drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, volvloermatte, motorhuis, opwaseenheid en plaveisel.

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

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

Geteken te Pretoria op hierdie 17de dag van Oktober 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58023.)

Saak 699/95

IN DIE LANDDROSHOF VIR DIE DISTRIK THABAMOOPA GEHOU TE LEBOWAKGOMO

In die saak tussen **ABSA Bank**, Eksekusieskuldeiser, en **Matsobane Frans Sekhaolelo**, Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Thabamooa toegestaan het, op 27 September 1995 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word, op 24 November 1995 om 10:00 by die Landdroskantore, Lebowakgomo, aan die hoogste bieder, naamlik:

Eienaarseenheid A 1510, in die dorpsgebied Lebowakgomo, distrik Thabamooa, groot 555 (vyfhonderd vyf-en-vyftig) vierkante meter, gehou kragtens Grondbrief 762/94.

Die eiendom kan omskrywe word soos volg:

Woonhuis geleë te Huis 1510, Zone A, Lebowakgomo, gebou van steen onder dak van teëls en bestaan uit sitkamer, eetkamer, vier slaapkamers, twee badkamers, kombuis en dubbel-motorhuis.

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

Geteken te Pietersburg op die 12de dag van Oktober 1995.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioniersentrum, Marestraat 52, Pietersburg. (Verw. mnr. Nel/LF/ANU034.)

Saak 33110/94
PH 396 DX2

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited**, handeldrywende as Allied Bank, Eksekusieskuldeiser, en **Van der Berg, Evan Shaun**, Eerste Eksekusieskuldenaar, en **Van der Berg, Rene**, Tweede Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die Kantore van die Balju te Marshallstraat 131, Johannesburg, om 10:00 op Donderdag, 16 November 1995, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Erf 694, dorpsgebied Turffontein, Registrasieafdeling IR, provinsie Gauteng, groot 509 vierkante meter en gehou deur Akte van Transport T10639/1993, synde Ferreirastraat 26, Turffontein.

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

Geboue en verbeterings: 'n Huis met ingangsportaal, sitkamer, familiekamer, drie slaapkamers, badkamer, kombuis en aparte toilet. Buitegeboue is bediendekamer, twee motorhuise en buite woonstel met twee kamers, kombuis en badkamer.

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

Gedateer te Johannesburg hierdie 9de dag van Oktober 1995.

J. Meiring, vir Van de Venter, Meiring Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z16840.)

Case 33110/94
PH 396

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Execution Creditor, and **Van der Berg, Evan Shaun**, First Execution Debtor and **Van der Berg, Rene**, Second Execution Debtor

Be please to take notice that on Thursday, 16 November 1995 at 10:00 the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Certain Erf 694, Turffontein Township, Registration Division IR, Gauteng Province, measuring 509 (five hundred and nine) square metres and held by Deed of Transfer T10639/93, situated at 26 Ferreira Street, Turffontein.

Description: Dwelling with entrance hall, lounge, family room, 3 bedrooms, bathroom, kitchen and separate toilet. **Outbuildings:** Servant's room, two garages, flatlet: Two rooms, kitchen and bathroom.

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

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

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

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

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

Dated at Johannesburg on this the 9th day of October 1995.

J. Meiring, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton International Trade Centre, Commissioner Street, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z16840.)

Saak 19372/95
PH 396

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited**, handeldrywend as Allied Bank, Eksekusieskuldeiser, en
Shilowa, Mbhazima Samuel, Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word by die kantore van die Balju te Leeupoortstraat 182, Boksburg om 11:15 op Vrydag, 17 November 1995, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping.

Erf 672, Dawn Park Extension 2-dorpsgebied, Registrasieafdeling IR, Gauteng Provinsie, groot 842 vierkante meter en gehou deur Akte van Transport T2882/93, synde Emmastraat 18, Dawnpark-uitbreiding 2.

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

Geboue en verbeterings: 'n Huis met sitkamer, eetkamer, drie slaapkamers, badkamer en kombuis. *Buitegeboue:* Motoraf-dak.

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 9de dag van Oktober 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/Z22502.)

Case 19372/95
PH 396

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

In the matter between **ABSA Bank Limited** trading as Allied Bank, Execution Creditor, and **Shilowa, Mbhazima Samuel**, Execution Debtor

Be pleased to take notice that on Friday, 17 November 1995 at 11:15 the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 182 Leeupoort Street, Boksburg.

Certain: Erf 672, Dawn Park Extension 2 Township, Registration Division IR, Gauteng Province, measuring 842 (eight hundred and forty-two) square metres and held by Deed of Transfer T2882/93, situated at 18 Emma Street, Dawn Park Extension 2.

Description: A dwelling consisting of lounge, dining-room, three bedrooms, bathroom and kitchen. *Outbuildings:* 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 cent) of the price plus 4% (four per cent) Sheriff's commission plus Value Added Tax thereon, on the date of sale and the balance plus interest at the Execution Creditor's current lending rate on transfer, to be secured by acceptable guarantee within 14 (fourteen) days of the sale.

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

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

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

Dated at Johannesburg on this the 9th day of October 1995.

J. Meiring, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton Office Tower, Commissioner Street, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z22502.)

Case 119278/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Stand 2579 Jeppestown Properties CC**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 18 January 1995, and a warrant of execution dated 22 February 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder at 10:00 on 10 November 1995 in front of the Court House, Fox Street Entrance, Johannesburg.

Certain Erf 2579, Jeppestown Township, Registration Division IR, Transvaal, situated at 27 Moss Street, Jeppestown, Johannesburg.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows:

Improvements: A single-storey dwelling consisting of an entrance hall, lounge, family room, four bedrooms and bathroom.
Outbuildings: Two shadeports (detached). *Area:* 495 square metres. Property's held under Deed of Transfer T30274/90.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this the 12th day of October 1995.

R. Reichman-Israelsohn, Israelsohn-Friedman, Plaintiff's Attorneys, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR4804/COLL/PM/LB.)

Case 23665/94
PH 88

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The African Bank Limited**, Plaintiff, and **Madayha, Patrick**, First Defendant, and **Madavha, Mavis Frida Buyliswe**, Second Defendant

In pursuance of a judgment of the Supreme Court granted on 12 January 1995 and a warrant of execution issued in pursuance thereof the right, title and interest in the undermentioned property will be sold in execution on Thursday, 16 November 1995 at 10:00, by the Sheriff of the Court at the office of the Sheriff, 131 Marshall Street, Johannesburg, to the highest bidder namely:

Erf 6288, Chiawelo Extension 3, Soweto, measuring 276 (two hundred and seventy-six) square metres, held under Title Deed TL11284/1992, Registration Division IQ.

The property can be described as follows:

A conventional, south facing, single storey family dwelling with exterior construction of brick and plaster (face brick facade), under a pitched asbestos roof, fitted with steel framed glazing, with gutters and downpipes.

The dwelling consists of lounge/dining-room, three bedrooms, bathroom, and a kitchen. Lounge/dining-room and three bedrooms fitted with carpet. Ceilings in lounge/dining and passage room Meranti. Kitchen fitted with panelite ceiling. Other rooms standard ceiling board.

Excellent security bars fitted to all windows. The stand is bounded by brick walling wrought iron facing street.

Outbuildings consists of a semi-detached double carport. The rear of the property is concrete paved.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance together with interest thereon as stated in the conditions of sale, to date of registration of transfer shall be paid or secured by the delivery of an acceptable bank or building society guarantee within 14 (fourteen) days of the date of sale. The full and complete conditions of sale which will be read immediately prior to the sale may be inspected at the offices of the Sheriff, 131 Marshall Street, Johannesburg.

Signed at Johannesburg this 17th day of October 1995.

Nelson Borman & Partners Inc., Sixth Floor, African Bank Centre, 56 Marshall Street, P.O. Box 61359, Marshalltown. (Tel. 838-6782.) (Ref. Mr Tlhotlhamajie/HB1009/em.)

Case 10542/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Limited**, Plaintiff, and **Henets Werkswinkel CC**, First Defendant, and **Jacobus Christiaan van Schalkwyk**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 17 November 1995 at 11:00:

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

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 984, Sinoville Township, Registration Division JR, Province of Gauteng, measuring 991 square metres, also known as 215 Zambesi Drive, Sinoville.

Improvements: House — entrance hall, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom, separate toilet, bathroom with toilet, shower, garage, carport, outside room and toilet.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb s1859.)

Case 02239/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khan, Dawood**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg West, at 131 Marshall Street, Johannesburg, on Thursday, 16 November 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 556, Newclare Township, Registration Division IQ, Transvaal, situated at 7 Adler Street, Newclare, Johannesburg, area 495 (four hundred and ninety-five) square metres.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY112E/mgh/tf.)

Case 21230/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tupholme, Bruce Railton**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg West, at 131 Marshall Street, Johannesburg, on Thursday, 16 November 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain:

1. A unit consisting of section 101, as shown and more fully described on Sectional Plan SS 117/1991, in the scheme known as Doonside-Kingsborough in respect of the land and building or buildings situated at Bedford Gardens Township, in the area of the Bedfordview Local Authority of which the floor area, according to the said sectional plan, is 77 (seventy-seven) square metres in extent; and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

3. An exclusive use area described as Parking Bay No. PD37, measuring 20 (twenty) square metres, being as such part of the common property, comprising the land and the scheme known as Doonside-Kingsborough in respect of the land and building or buildings situated at Bedford Gardens Township, in the area of the Bedfordview Local Authority as shown and more fully described on Sectional Plan SS 117/1991.

Situated at Flat 1202, Doonside, Leicester Road, Bedford Gardens.

Improvements (not guaranteed): One and a half bedroom, three other rooms and parking bay.

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

Dated at Johannesburg on this the 3rd day of October 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5064E/mgh/tf.)

Case 13854/91

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Prendergast, Stewart Patrick**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Randburg, at 9 Elna Rand Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 14 November 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 787, Randparkrif Extension 14 Township, Registration Division IQ, Transvaal, situated at 5 Yellowwood Street, Randpark Ridge, Randburg.

Area: 1 262 (one thousand two hundred and sixty-two) square metres.

Improvements (not guaranteed): Four bedrooms, two and a half bathrooms and five other rooms.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. PD36E/mgh/tf.)

Case 20937/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nortje, Jan Jacobus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 16 November 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 828, Kenilworth Township, Registration Division IR, Transvaal, situation 124 Great Britain Street, Kenilworth, area 495 (four hundred and ninety-five) square metres.

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

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

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

Maisels Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5026E/mgh/tf.)

Case 19810/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Willemse, Hendon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 17 November 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 984, Weltevredenpark Extension 14 Township, Registration Division IQ, Transvaal, situation 18 Sandpeer Avenue, Weltevredenpark Extension 14, area 1 000 (one thousand) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, four other rooms and two garages.

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

Dated at Johannesburg on this the 9th day of October 1995.

Maisels Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N4936E/mgh/tf.)

Case 19378/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mboweni, Howard Raymond Muntunjani**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 17 November 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 Holding 84, West Rand Agricultural Holdings, Registration Division IQ, Transvaal, situation Holding 84, West Rand Agricultural Holdings, corner of Railway and Fourth Avenue, West Rand Agricultural Holdings, area 2,6000 (two comma six nought nought nought) hectares.

Improvements (not guaranteed): A vacant stand.

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

Dated at Johannesburg on this the 10th day of October 1995.

Maisels Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N4896E/mgh/tf.)

Case 16784/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzamo, Phumzile Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 16 November 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 706, Naturena Township, Registration Division IQ, Transvaal, situation 177 Malta Street, Naturena, area 940 (nine hundred and forty) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms and five other rooms.

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

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

Maisels Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5362E/mgh/tf.)

Case 20057/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Page, Percival Ronald**, First Defendant, and **Page, Johanna Susara**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 16 November 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Portion 10 of Erf 714, Elandspark Township, Registration Division IR, Transvaal, situation 86 Pauline Smit Crescent, Elandspark, 926 (nine hundred and twenty-six) square metres.

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

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

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

Maisels Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5328E/mgh/tf.)

Case 31717/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thomas, Aubrey**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia North), at 131 Marshall Street, Johannesburg, on Thursday, 16 November 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 1588, Klipspruit West Extension 1 Township, Registration Division IQ, Transvaal, situated at 45 St Antonio Street, Klipspruit West Extension 1.

Area: 375 (three hundred and seventy-five) square metres.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ66E/mgh/tf.)

Case 30536/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Welgemoed, John David**, First Defendant, and **Welgemoed, Christina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 16 November 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Portion 105 (a portion of Portion 101) of the farm Olifantsvlei 327, Registration Division IQ, Transvaal, situated at 105 Private Road, Olifantsvlei, Kibler Park.

Area: 4,5033 (four comma five nought three three) hectares.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5362E/mgh/tf.)

Case 15962/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Beisheim, Luise Maria**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg North, at 131 Marshall Street, Johannesburg, on Thursday, 16 November 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 310, Parktown, Johannesburg Township, Registration Division IR, Transvaal, area 110 (one hundred and ten) square metres and Erf 311, Parktown, Johannesburg Township, Registration Division IR, Transvaal, area 1 001 (one thousand and one) square metres, situated at 7 Seymour Avenue, Parktown.

Improvements (not guaranteed): Four bedrooms, two bathrooms, six other rooms and swimming-pool.

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

Dated at Johannesburg on this the 116th day of October 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4618E/mgh/tf.)

Case 19839/95
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 **Stander, Catharina Susanna**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg West, on 23 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, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Section 2, as shown and more fully described on Sectional Plan SS68/1991, in the scheme known as Kya-Lom in respect of the land and building or buildings situated at Fairland Township, Local Authority of Johannesburg City Council, of which the floor area, according to the said sectional plan is 161 (one hundred and sixty-one) 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.

An exclusive use area described as GC2, measuring 172 (one hundred and seventy-two) square metres, being as such part of the common property, comprising land and the scheme known as Kya-Lom in respect of the land and building or buildings situated at Fairland Township, Local Authority of Johannesburg City Council, as shown and more fully described on Sectional Plan SS68/1991, held under Deed of Cession SK3792/94, being 2 Kya-Lom, 858 Wilson Street (Stand), Fairland, Johannesburg, measuring 161 (one hundred and sixty-one) and 172 (one hundred and seventy-two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A flat comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction, comprising of a garage, two carports, servant's room, servant's toilet and a store-room.

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

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

Dated at Johannesburg this 16th day of October 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/S725.)

Case 15636/95
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 **Merlo, Danilo Angelo 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 Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 17 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, Sandton/Midrand, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain: Portion 2 of Erf 24, situated in the Township of Inanda, Registration Division IR, Transvaal, being 68 Third Avenue, Inanda, Sandton, measuring 1 821 (one thousand eight hundred and twenty-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, study, laundry, three bedrooms, two bathrooms with outbuildings with similar construction, comprising of two garages, carport, two servant's room, toilet and bathroom and swimming-pool.

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

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

Dated at Johannesburg this 16th day of October 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1160.)

Case 18416/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Marais, Andries Hendrik Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff at United Building, Third Floor, 177 President Street, Germiston, on 13 November 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, United Building, Third Floor, 177 President Street, Germiston, prior to the sale:

Portion 6 of Erf 2, Klippoortjie Agricultural Lots Township, Registration Division IR, Transvaal, measuring 4 728 (four thousand seven hundred and twenty-eight) square metres, situated at 1 Cachet Road, Klippoortjie Agricultural Lots Township.

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

Dwelling under tiled roof, entrance hall, dining-room, two bedrooms, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 5th day of October 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. M45858/SC.)

Case 17215/95
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Simpson: Ian Gordon**, 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, Benoni, at 49 Kempston Avenue, Benoni, on Thursday, 16 November 1995 at 10:00, of the undermentioned property of the Defendant:

Description: Erf 1911, Crystal Park Extension 2 Township, Registration Division IR, Transvaal, measuring 845 (eight hundred and forty five) square metres, held under Deed of Transfer T11543/1989 and situated at 139 Concorde Crescent, Crystal Park Extension 2, zoned residential (hereinafter referred to as "the property").

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

A single storey residential building of brick walls, and tiled roof. Consisting of a lounge, dining-room, kitchen, scullery, three bedrooms, bathroom, shower and two w.c.'s. Outbuildings consist of carport, servant's quarter, w.c. and shower. The boundary is fenced.

Terms:

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

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the auctioneer's charges of 5% (five per cent) [minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum of R6 000 (six thousand rand)], transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 19,25% (nineteen comma two five per cent) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Benoni, at 49 Kempston Avenue, Benoni.

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

R. O. P. Johnson, for Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N86694.)

Case 17019/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Alison, Glenda Louise**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 16 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 907, South Hills Extension 1 Township, situated at 1 Steelpoort Street, South Hills Extension 1 Township, Registration Division IR, Transvaal, measuring 501 (five hundred and one) 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, laundry, three bedrooms, bathroom and toilet. *Outbuilding:* Single garage, servant's room and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 10th day of October 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-2351.] (Ref. A60191/AB.)

Case 20809/95

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 16 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:

A unit consisting of: (a) Section 30, as shown and more fully described on Sectional Plan SS39/1981, in the scheme known as Southdale Mews, in respect of the land and building or buildings situated at Booysens Township, Local Authority of Johannesburg, of which the floor area, according to the said sectional plan, is 87 (eighty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST12493/1993, situated at 130 Southdale Mews, 34 Melville Road, Booysens, measuring 87 (eighty-seven) square metres.

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

Flat consisting of lounge, dining-room, kitchen, two bedrooms, balcony, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 11th day of October 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-2351.] (Ref. L60228/AB.)

Case 19822/95

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 16 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:

A unit consisting of:

(a) Section 13, as shown and more fully described on Sectional Plan SS43/1981 in the scheme known as Haddon Heights, in respect of the land and building and buildings situated at Haddon Township, in the area of the City Council of Johannesburg, of which section the floor area, according to the said sectional plan, is 38 (thirty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST734/1995, situated at 23 Haddon Heights, 34 Napier Street, Haddon, Johannesburg.

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

A flat consisting of lounge, kitchen, 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 this the 10th day of October 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-2351.] (Ref. M60197/AB.)

Case 18090/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mtiyesanji, Stephen Emmerson**, 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 offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 16 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 504, Drieziek Extension 2 Township, Registration Division IQ, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 504, Drieziek Extension 2 Township.

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

Dwelling under asbestos roof, two bedrooms, lounge, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 11th day of October 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. M29314/PC.)

Case 20499/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Beckmann, Karel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 16 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, prior to the sale:

Erf 5606, Eldoradopark Extension 7 Township, Registration Division IQ, Transvaal, measuring 244 (two hundred and forty-four) square metres, situated at 64 Delaware Street, Eldoradopark Extension 7 Township.

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

Dwelling under iron roof, three bedrooms, bathroom and two other rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 12th day of October 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. B27504/PC.)

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

In the matter between **First National Western Bank Limited**, Plaintiff, and **Veli Timothy Ndwandwe**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 2 October 1989 and a warrant of execution, the undermentioned property will be sold on 24 November 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Erf 5814, Vosloorus Township, better known as 5814 Roets Avenue, Vosloorus, Boksburg, held under Deed of Transfer TL21249/88, measuring 262 square metres.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of the sale and the balance together with interest to be paid by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.
 2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff's fees.
 3. The purchaser shall be liable for all outstanding rates and taxes.
 4. The complete conditions of sale may be inspected at the office of the Sheriff of the Court, Boksburg.
- Dated at Boksburg on this the 11th day of October 1995.

Galloways Attorneys, Bezuidenhout Building, 245 Commissioner Street, Boksburg. [Tel. (011) 917-9820/1/2/3/4/5.] (Ref. Miss Franken/KD0388.)

Saak 19562/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Cradick: Colleen Jennifer**, 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, 14 November 1995 om 10:00 van die ondergemelde eiendom van die verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof Alberton voor die verkoping ter insae sal lê.

Sekere Erf 1793, Mayberry Park-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, gehou deur Colleen Jennifer Cradick, onder Akte van Transport T59984/92, bekend as Brosdoringstraat 22, Mayberry Park, Alberton, groot 1 005 vierkante meter. Sonering Residensiële.

Spesiale gebruiksvaardigheds en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, familie-kamer, drie slaapkamers, twee badkamers, stort en twee toilette. *Buitegeboue:* Motorhuis, twee motorafdampe en toilet.

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

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

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

Gedateer te Alberton op hede die 9de dag van Oktober 1995.

Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton, p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N2637/EU/PP.)

Saak 7376/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Groter Johannesburg Metropolitaanse Oorgangsraad**, Eiser, en **Raymond Anthony Delpont**, Eerste Verweerder en **Rachel Catharina Delpont**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, om 10:00 op Vrydag, 17 November 1995.

Resterende Gedeelte van Erf 183, Florida-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Vierde Laan 14, Florida, distrik Roodepoort, bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder sinkdak met staalvensters, siersteenmure en siersteen- en voorafvervaardigde omheining. Die huis bestaan uit sitkamer, eetkamer, badkamer, vier slaapkamers, gang, kombuis, buitekamer en enkelmotorhuis.

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

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

Saak 184/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

In die saak tussen **Frederick Geyser**, Eiser, en **Johannes Matthys Geyser**, Verweerder

In tenuitvoerlegging van 'n vonnis in bogemelde Agbare Hof, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 14 November 1995 om 11:00, voor die Landdroskantoor, Volksrust, aan die hoogste bieder:

Erf 896, geleë in die dorp Volksrust, Registrasieafdeling HS, provinsie Oos-Transvaal, geleë te Pretoriusstraat 29, Volksrust.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie: Woonhuis en buitegeboue.

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 transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, en verstrek te word aan die Balju van die Landdros Hof, p.a. Landdroskantoor, Volksrust, binne 21 dae vanaf datum van verkoping en soos meer volledig blyk uit die voorwaardes van verkoping wat nagegaan kan word ten kantore van die Balju van die Landdros Hof, p.a. Landdroskantoor, Volksrust.

Van die belangrikste verkoopvoorwaardes is die volgende:

1. Die koper moet op aanvraag aan die Eiser rente betaal op die uitstaande bedrag @14% per jaar bereken vanaf die datum van die verkoping tot die datum van registrasie van transport, beide dae ingesluit.

2. Die eiendom word voetstoots verkoop.

Geteken te Volksrust op die 17de dag van Oktober 1995.

Charl F. Liebenberg, hoek van Vrede- en Sarel Cilliersstraat, Posbus 678, Volksrust, 2470. (Verw. Liebenberg 3505.)

Case 12355/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Paul Johannes Jansen Breytenbach**, Defendant

A sale in execution of the property described hereunder will take place on 23 November 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Portion 4 of Erf 6, Witfield Township, Registration Division IR, Province of Gauteng, measuring 1 270 (one thousand two hundred and seventy) square metres, property also known as 25 De Villiers Street, Witfield, District of Germiston, comprising lounge, dining-room, kitchen, three bedrooms, laundry, two bathrooms/toilet, double garage, servant's room/toilet and store-room.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for ABE Dinner, Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19048/KD/PT.)

Case 3506/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Gary Edwin Vengadajellum**, First Defendant, and **Lilian Ethel Vengadajellum**, Second Defendant

A sale in execution of the property described hereunder will take place on 15 November 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 854, Palm Ridge Township, Registration Division IR, Province of Gauteng, measuring 805 (eight hundred and five) square metres, property also known as 11 Bauhinia Street, Palm Ridge, Edenpark, District of Alberton, comprising lounge, dining-room, three bedrooms, two bathrooms/toilet and kitchen.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for ABE Dinner, Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19994/KD/PT.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Wayne Nolte**, First Defendant, and **Janine Mary Nolte**, Second Defendant

A sale in execution of the property described hereunder will take place on 23 November 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Erf 1604, Primrose Township, Registration Division IR, Province of Gauteng, measuring 705 (seven hundred and five) square metres, property also known as 14 Fir Avenue, Primrose, Germiston, comprising entrance hall, lounge, three bedrooms, sunroom, kitchen, bathroom/toilet, garage, servant's room/toilet, laundry and workroom.

A bond can be arranged for an approved purchaser.

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

Dated: 13 October 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19671/KD/PT.)

Case 6334/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Muzi Caiphaz Makubane**, First Defendant, and **Selina Manki Makubane**, Second Defendant

A sale in execution of the property described hereunder will take place on 15 November 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 644, A P Khumalo Township, Registration Division IR, Province of Gauteng, measuring 273 (two hundred and seventy-three) square metres, property also known as 644 A P Khumalo, Katlehong, District of Alberton, comprising lounge, bedroom, bathroom/toilet and kitchen.

A bond can be arranged for an approved purchaser.

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

Dated: 12 October 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 20180/KD/PT.)

Case 10272/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Cornelius Petrus Mouritz Prinsloo**, First Defendant, and **Lente Anna Maria Prinsloo**, Second Defendant

A sale in execution of the property described hereunder will take place on 23 November 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Erf 102, Isandoval Township, Registration Division IR, Province of Gauteng, measuring 991 (nine hundred and ninety-one) square metres, property also known as 14 Pyramid Road, Isandoval, Edenvale, comprising entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and outside toilet.

A bond can be arranged for an approved purchaser.

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

Dated: 13 October 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18819/KD/PT.)

Case 3258/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Anold Mesuli Libazi**, Defendant

A sale in execution of the property described hereunder will take place on 15 November 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 507, Ramakonopi Township, Registration Division IR, Province of Gauteng, measuring 308 (three hundred and eight) square metres, property also known as 507 Ramakonopi West, Katlehong, District of Alberton, comprising lounge, bedroom, kitchen, bathroom and toilet.

A bond can be arranged for an approved purchaser.

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

Dated: 12 October 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19633/KD/PT.)

Case 12422/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Glenn Reg Douglass**, First Defendant, and **Liza Vyvyan Douglass**, Second Defendant

A sale in execution of the property described hereunder will take place on 17 November 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, 182 Progress Avenue, Technikon, Roodepoort:

Erf 141, Radiokop Extension 3 Township, Registration Division IR, Province of Gauteng, measuring 1 268 (one thousand two hundred and sixty-eight) square metres, property also known as 1081 Madoling Street, Radiokop Extension 3, Roodepoort, comprising lounge, dining-room, bathroom, two bedrooms, kitchen, Zozo hut, carport, tiled roof and precast walls.

A bond can be arranged for an approved purchaser.

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

Dated: 9 October 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19037/KD/PT.)

Case 4062/92

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Walter Desmond Stevens**, First Defendant, and **Sandra Rosalene Stevens**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 4 November 1994, the property listed hereunder will be sold in execution on Friday, 17 November 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 287, Geluksdal Township, Registration Division IR, Transvaal, measuring 588 (five hundred and eighty-eight) square metres, known as 287 Heimwee Crescent, Geluksdal, Brakpan.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows:

Main building: Bricks/plaster (paint) under tiles residence comprising lounge plus dining-room combined, three bedrooms, bathroom and kitchen. *Fencing:* Pre-cast. *Zoned:* Residential 1.

The material conditions of public auction:

1. The sale will be without reserve and voetstoets.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 19% (nineteen per centum) per annum on all preferent creditor's claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at the Magistrate's Court or at the Sheriff's office.

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

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue; P.O. Box 52, Benoni. (Ref. HJF/Miss Narrendas.)

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

In the matter between **Dent Course & Davey**, Plaintiff, and **Mr Stephen Isaac Phologo Kgame**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, a warrant of execution dated 8 August 1991, the property listed hereunder will be sold in execution on 17 November 1995 at 10:00, at the Sheriff's sale premises, 182 Progress Road, Technikon, Roodepoort:

Certain Erf 2333, Dobsonville Township, Registration Division IQ, Gauteng, measuring 412 (four hundred and twelve) square metres, and held by Certificate of Registered Grant of Leasehold TL30245/1993.

The following improvements are reported to be on the property, but nothing is guaranteed: A residential building has plastered walls and a tiled roof and steel windows, consisting of family room, two bedrooms, study, kitchen, bathroom and double garage and the fencing of the property is face bricks.

The property is situated at Erf 2333, Dobsonville Township, Registration Division IQ, Province of Gauteng.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at the rate of 18,25% (eighteen comma two five per cent) per annum, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT on the proceeds of the sale.

Conditions of sale:

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Florida this 17th day of October 1995.

J. Gus Ackerman, Plaintiff's Attorneys, 9 Madeline Street, Florida. (Ref. ML/LM/164/63162.)

Case 8382/91

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

In the matter between **Dent Course & Davey**, Plaintiff, and **Mr Stephen Isaac Phologo Kgame**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, a warrant of execution dated 8 August 1991, the property listed hereunder will be sold in execution on 17 November 1995 at 10:00, at the Sheriff's sale premises, 182 Progress Road, Technikon, Roodepoort:

Certain Erf 4337, Dobsonville Township, Registration Division IQ, Gauteng, measuring 6 069 (six thousand and sixty-nine) square metres, and held by Certificate of Registered Grant of Leasehold TL49283/1988.

There are no improvements on the property.

The property is a vacant stand. The boundary is not fenced.

The property is situated at Erf 4337, Dobsonville Township, Registration Division IQ, Province of Gauteng.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at the rate of 18,25% (eighteen comma two five per cent) per annum, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT on the proceeds of the sale.

Conditions of sale:

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Florida this 17th day of October 1995.

J. Gus Ackerman, Plaintiff's Attorneys, 9 Madeline Street, Florida. (Ref. ML/LM/164/63162.)

Saak 11681/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Volkskas Bank Beperk**, Eiser, en **P. D. G. Botha**, Eerste Verweerder, en **Hermanus Stephanus Faurie**, Tweede Verweerder

'n Verkoop word gehou op 10 November 1995 om 11:00, te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), Bon Accord, van:

Erf 946, geleë in die dorpsgebied Wonderboom-uitbreiding 4, Registrasieafdeling JR, Transvaal, groot 1 575 vierkante meter, gehou kragtens Akte van Oprigting T29869/1982 (geleë te Knysnalaan 237, Wonderboom, Pretoria-Noord), en bestaan uit die volgende: Woonhuis van steen onder teëldak met sitkamer, eetkamer, kombuis, vyf slaapkamers, drie badkamers, toilet, studeerkamer en waskamer. Daar is ook 'n woonstel met slaapkamer, sitkamer, kombuis, badkamer en toilet. Daar is drie motorhuise op die perseel, bedienekamer, toilet en stoorkamer.

Besonderhede word nie gewaarborg nie.

Besigtig voorwaardes by Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), Bon Accord. (Tel. 562-0570.)

P. J. Botha, vir Tim Du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. Botha/hs.)

Case 16792/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anna Magdalena Elizabeth Roets**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of the Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 24 November 1995 at 11:00:

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

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

Property: Portion 3, as shown and more fully described on Sectional Plan SS234/84, in the scheme known as Cojalo, in respect of the ground and building and/or buildings situated on Erf 678, Pretoria North Township, Local Authority of Pretoria, measuring 64 square metres, and an undivided share in the common property in the scheme as apportioned to the said unit, in accordance with the apportionment quota as shown and more fully described on said sectional plan, known as 3 Cajola Flats, 304 Burger Street, Pretoria North.

Improvements: Two bedrooms, dining-room, lounge, bathroom, kitchen and lock-up carport.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2649.)

Saak 480/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Aero Space Advanced Products CC**, Eiser, en **Perez: G. J./Metal Treatment Products CC**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 17 Augustus 1995, en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 24 November 1995 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 177, Sharon Park, Nigel, ook bekend as Maitlandlaan 24, Nigel, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat, 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. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Nigel op hede die 11de dag van Oktober 1995.

Brits Pretorius Kruger & Coetzer Inc., Tweede Laan 35, Nigel, 1490; Posbus 467, Nigel, 1490. [Tel. (011) 739-244.] (Verw. GB/W771.)

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Mlamoli Morris Nkosi**, First Defendant, and **Bukiwe Princes Ndlovu**, Second Defendant

In pursuance of a judgment granted on 11 September 1995 in the abovementioned Honourable Court and warrant of execution dated 21 August 1995, the following property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, on 10 November 1995 at 11:15:

Certain Erf 33, Vosloorus Extension 8 Township, Registration Division IR, Transvaal, measuring 305 (three hundred and five) square metres, known as Stand 33, Extension 8, Vosloorus, Boksburg.

Description: Dwelling and outbuildings. Improvements are not guaranteed.

Terms: 10% (ten per centum) of the purchase price, plus Sheriff's commission of 5% (five per centum) of the proceeds of the sale to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand) must be paid to the Sheriff of the Court in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale, may be inspected their offices at 182 Leeuwpoot Street, Boksburg.

Dated at Boksburg on this 9th day of October 1995.

P. W. Möller, for Möller, Venter & Associates, Attorneys for Plaintiff, First Floor, Dominion Building, 314A Commissioner Street, Boksburg. (Tel. 917-9863/3.) (Ref. Mrs Buchanan.)

NOTICE OF SALE IN EXECUTION (ALBERTON MAGISTRATE'S COURT)

The sale in execution is to be held at the offices of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 15 November 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor. The hereinafter mentioned property will be put up for sale, the material conditions of sale being: 1. The property shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrate's Courts Act, No. 32 of 1944. 2. The purchaser shall pay 10% (ten per centum) of the purchase price plus Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale. 3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale. 4. Improvements as set out hereunder are not guaranteed.

Case 3184/95. Judgment Debtor/s: **Vaughn Colin Neyt**. *Property:* Erf 1686, Brackendowns Extension 1 Township, Registration Division IR, Province of Gauteng, situated at 25 Molopo Street, Brackendowns Extension 1, Alberton. *Improvements:* Detached single-storey, brick built residence under tiled roof comprising entrance hall, six rooms other than kitchen and 1,5 bathroom with outbuildings comprising two garages, granny flat, toilet and swimming pool. *Reference:* MN0254.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Johannes Matheus Truter**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 3 Oktober 1995, sal 'n verkoping gehou word op 17 November 1995, om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 1509, Roodekrans-uitbreiding 3, groot 1 030 (eenduisend en dertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T38649/88.

Die eiendom is gesoneer Residensieel 1, en is geleë te Korundumlaan 36, Roodekrans-uitbreiding 9, en bestaan uit 'n sitkamer, gesinskamer, eetkamer, studeerkamer, twee en 'n halwe badkamer, vier slaapkamers, gang, kombuis, opwaskamer, bediendekamer, stoorkamer, dubbelmotorhuis met baksteenmure, staalvensterrame en 'n IBR-dak alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 (een-en-twintig) dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op 18 Oktober 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/679/95/BT358.)

Saak 7308/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Erf 2067 Helderkruin CC**, Eerste Verweerder, en **E. S. A. M. Nel**, Tweede Verweerder, en **A. H. Nel**, Derde Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 20 September 1995 sal 'n verkoping gehou word op 17 November 1995 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 2067, Helderkruin-uitbreiding 12, groot 1 523 (eenduisend vyfhonderd drie-en-twintig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T54453/92.

Die eiendom is gesoneer Residensieel 1 en is geleë te Impalalaan 512, Helderkruin, en bestaan uit 'n sitkamer, 'n gesinskamer, 'n eetkamer, twee badkamers en 'n aparte stort, vier slaapkamers, 'n gang, 'n kombuis, 'n opwaskamer, 'n bediendekamer, 'n stoorkamer, 'n dubbel motorhuis en motorafdak, met baksteenmure, aluminiumvensterrame en 'n IBR-dak alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopwoordes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op hede die 18de dag van Oktober 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HOC/LE/678/96/BE315.)

Case 9394/94

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

In die matter between **ABSA Bank Limited**, Plaintiff, and **Deon du Plessis**, First Defendant, and **Anna Francina Elizabeth du Plessis**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 17 November 1995 at 11:00:

Erf 72, Theresapark Extension 1 Township, Registration Division JR, Transvaal, measuring 990 square metres, known as 41 Dassie Street, Theresapark Extension 1.

Particulars are not guaranteed.

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

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

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-424847/JAA/M. Oliphant.)

Case 27787/94
PH 136 M 54

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Abprop Maude St Property CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Johannesburg North, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 23 November 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, Johannesburg North, 131 Marshall Street, Johannesburg:

Erf 498, Berea Township, Registration Division IR, Transvaal, situated at 14 Barnato Street, Berea, Johannesburg, measuring 495 (four hundred and ninety-five) square metres, held under Deed of Transfer T16681/89.

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

Main building: Brick dwelling with a tiled roof consisting of lounge, dining-room, study, kitchen, scullery/laundry, two bedrooms and bathroom. **Outbuildings:** Carport.

Zoning: Residential.

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

Auctioneer's charges, payable on the day of 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).

Date: 16 October 1995.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6A269.)

Saak 14513/95

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

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Johannes Hendrik Hattingh**, Eerste Verweerder, en **Cornelia Johanna Hattingh**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 17 November 1995 om 10:00 deur die Balju vir die Hooggeregshof, Rustenburg, gehou te die Landdroskantore, Rustenburg, hoek van Van Staden- en Kloppestraat, Rustenburg, aan die hoogste bieder:

Gedeelte 40 ('n gedeelte van Gedeelte 7) van die plaas Boschfontein 330, Registrasieafdeling JQ, Transvaal, groot 8 565 vierkante meter, gehou kragtens Akte van Transport T35860/94.

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

Verbeterings en ligging:

Woning met sinkdak, ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, spens, waskamer, vyf slaapkamers, badkamer met toilet, badkamer met aparte toilet, twee storte, speelkamer, twee garages, werkswinkel, woonstel met sitkamer, slaapkamer, kombuis en badkamer met toilet, steen- en draadomheining, steenplaveisel, lapa, swembad en boorgat.

Om by die eiendom uit te kom neem die Rustenburg/Johannesburgpad en ry vir ongeveer 10 km (verby 'n Z drom) en waar die teerpad breër word is daar 'n teerpad wat links afdraai en ry dan vir 2,8 km en draai links by 'n grondpad. By die indraai van die grondpad is daar beton gegooi om waterverspoëling te verhoed. Ry reguit aan en waar die pad 'n b 90 grade draai links maak is daar 'n huis op regterkant - die volgende huis is die eiendom (lapa lê baie na aan die pad).

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprijs in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouverenigingwaarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die koper op die dag van die verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Rustenburg te Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg, Noord-wesprovinsie.

Gedateer te Pretoria op hierdie 16de dag van Oktober 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. Van Rensburg/Z9562/95/BVDM.)

Saak 15776/95

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

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Susara Sophia Issabella Smit**, Identiteitsnommer 3812120013003, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 17 November 1995 om 10:00 deur die Balju vir die Hooggeregshof, Nelspruit, gehou voor die Landdroskantore, Besterstraat, Nelspruit, aan die hoogste bieder:

Erf 740, Nelspruit-uitbreiding 4, Registrasieafdeling JU, provinsie Oos-Transvaal, groot 1 527 vierkante meter, gehou kragtens Akte van Transport T96533/92.

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

Straatadres: Hunterstraat 19, Nelspruit.

Verbeterings en ligging:

Woonhuis met sindank, sitkamer, eetkamer, kombuis, waskamer, vier slaapkamers, badkamer met stort en toilet, badkamer met aparte toilet, garage, motorafdek, huishulpkamer met toilet, voorafvervaardigde omheining en sementplaveisel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprijs in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouverenigingwaarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die koper op die dag van die verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Nelspruit, Nedbanksentrum, Brownstraat, Nelspruit.

Gedateer te Pretoria op hierdie 13de dag van Oktober 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. Van Rensburg/Z9571/95/BVDM.)

Case 12303/95
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndlungwane, Sandile Shepherd**, First Defendant, and
Ndlungwane, Dikeledi, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at 10:00 on Thursday, 16 November 1995 of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 148, Naturena Township, Registration Division IQ, the Province of Gauteng, area 1 000 (one thousand) square metres, situated at 218 Malta Road, Naturena.

Improvements: (not guaranteed): A house under tiled roof comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, double carport, servant's quarters with precast walls around property.

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

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

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures/Z568.)

Case 19713/95
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndlungwane: Sandile Sheperd**, First Defendant, and
Ndlugwane: Dikeledi, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at 10:00, on Thursday, 16 November 1995, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Erf 1108, Ridgeway Extension 5 Township, Registration Division IR, the Province of Gauteng, area 1 054 (one thousand and fifty-four) square metres, situated at 81 Fiona Road, Ridgeway.

Improvements (not guaranteed): A house under iron roof consisting of five bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, study, garage, servant's quarters and swimming pool.

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

Dated at Johannesburg on 18 October 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ707.)

Case 24346/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Goosen: Andries Nicolas**, First Defendant
and **Goosen: Gloudina Sussanna Christina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 17 November 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 3075, Brakpan Township, Registration Division, the Province of Gauteng, situated at 108 Hoy Avenue, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

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

Building built of brick and plaster, and consists of lounge, dining-room, kitchen, laundry, four bedrooms, two bathrooms with w/c, staff-room with w/c, granny flat consisting of bedroom, bathroom with w/c and kitchen.

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

Dated at Johannesburg on the 13th day of October 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Gardens, Bedfordview; P.O. Box 816, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/AU0308.)

Case 281/91

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Johannes Frederik Strydom**, Defendant

A sale in execution will be held at 11:00, on 17 November 1995, at Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills, Old Warmbaths Road), Bon Accord, of Erf 150, situated in the Township Tileba, Pretoria North, Registration Division JR, Transvaal, measuring 1 110 square metres, known as 232 Erich Street, Tileba, Pretoria North.

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

Dwelling single storey, brick walls, IBR roof, ozite and vinyl tiles, lounge, dining-room, kitchen, three bedrooms, bathroom, w/c, carport, outside w/c, concrete walls and gates, drive strip pavings and two awnings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria, Wonderboom.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M:8925.)

Case 9712/88

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The South African Breweries Limited**, Plaintiff, and **Buti David Masango**, Defendant

In pursuance of a judgment in the Supreme Court (Transvaal Provincial Division) and warrant of execution, dated 9 December 1992, the immovable property described hereunder will be sold in execution on Friday, 17 November 1995 at 11:00, at the office of the Sheriff of Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord):

Certain: Erf 1110, Mamelodi, Registration Division JR, Transvaal, measuring 712 square metres, held by the Defendant in terms of Certificate of Right of Leasehold TL42152/1985, situated at Erf 1110, Mamelodi West, Block C, Mamelodi, being a bottle store constructed of brick under iron, consisting of a store-room and office (nothing in this respect is guaranteed).

The conditions of sale may be inspected at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort.

Dated at Pretoria this 19th day of October 1995.

M. R. Brauer, for Friedland Hart & Partners, Attorneys for Plaintiff, 201 Van der Stel Building, 179 Pretorius Street, Pretoria. (Tel. (012) 326-3331/8.) (Ref. Mr Brauer/VC/lb.)

Saak 1583/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Susan Smal**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 1 Maart 1995, sal die ondervermelde eiendom op Vrydag, 17 November 1995 om 10:00, te die kantore van die Balju van die Landdroshof te Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 263, Freemanville, Klerksdorp, groot 1 467 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetschoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedcor Bank:

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,25% (sestien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer en eetkamer.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 19de dag van Oktober 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Eerste Nasionale Bankgebou, Derde Verdieping, Posbus 22, Klerksdorp, 2570. (Verw. A. H. Snyman/CVH/S3.95.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Small Business Development Corporation Ltd**, Plaintiff, and **AD Finem Beleggings BK**, First Defendant, **Johanna Susanna Bekker**, Second Defendant, and **Hermanus Eubertus Steyn**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held, in front of Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 10 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer, prior to the sale:

All right, title and interest in Section 5, of the land and building situated at Erf 42 and 43, Vanderbijlpark Township, measuring 125 square metres, situated at Baltimore Mansions, F. W. Beyer Street, Vanderbijlpark, next to Spur Steak House.

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

Description: The property is zoned business and consists of the following: Reception, large office, kitchen, strong room, waiting area, six open offices and toilet.

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

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

Signed at Johannesburg on this the 10th day of October 1995.

G. L. Bhikha, 12th Floor, Liberty Life Broker Centre, 112 Main Street, P.O. Box 510, Johannesburg. [Tel. (011) 331-9805/6.] (Ref. C11751/S248/GI.)

Saak 701/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GROBLERSDAL GEHOU TE GROBLERSDAL

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Eiser, en **Ester Isabella de Lange**, Verweerder 'n Verkoop in eksekusie van die eiendom hieronder beskrywe sal gehou word te Worstlaan 249, Marble Hall, op Woensdag, 22 November 1995 om 10:00:

Erf 249, geleë in die dorp Marble Hall-uitbreiding 2, Registrasieafdeling JS, Transvaal, groot 2 204 vierkante meter.

Die volgende besonderhede word verstrek maar nie gewaarborg nie:

1. Hierdie baksteenwoning met 'n metaaldak (metal roof) bestaan uit 'n sitkamer, eetkamer, vier slaapkamers, badkamer, aparte toilet en kombuis.

2. Enkelmotorhuis en buitetoilet.

'n Aansienlike bouverenigingverband kan gereël word vir 'n goedgekeurde koper.

Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van die Landdroshof Groblersdal, Eindstraat, Groblersdal.

Die vernaamste verkoopvoorwaardes is as volg:

1. Die eiendom sal sonder reserwe aan die hoogste bieder verkoop word.

2. Die koper sal 10% (tien persent) van die volle koopsom onmiddellik by aangaan van die koop betaal en die balans van die koopprys tesame met rente moet binne 14 (veertien) dae na datum van verkoop verseker word d.m.v. 'n goedgekeurde bank- en/of bougenootskapwaarborg.

3. Die Eksekusieskuldeiser, die Balju of afslaer waarborg nie die toestand van die eiendom wat verkoop word nie en die eiendom word voetstoots verkoop. Die eiendom word verkoop in ooreenstemming met en onderhewig aan al die voorwaardes van die transportakte en kaart (indien enige) daarvan en nog die Eiser nog die Balju of afslaer waarborg die grootte daarvan. Hulle sal nie verantwoordelik wees vir enige tekort of gebrek t.o.v. die eiendom nie en nog die Eksekusieskuldeiser of die Eksekusieskuldenaar sal geregtig wees om aanspraak te maak of enige oorskot wat mag bestaan nie.

4. Die verkoping sal onderhewig wees aan die bekragtiging van die betrokke verkoop deur alle verbandhouders oor die eiendom.

5. Die verkoping sal verder geskied onderhewig aan die voorwaardes en reëls soos neergeleë deur die Wet op Landdroshof, Wet No. 32 van 1944.

Geteken te Groblersdal op hierdie 16de dag van Oktober 1995.

M. R. Augustine, vir Herman Grobler & Vennote, Van Riebeeckstraat 7C, Posbus 23, Groblersdal, 0470.

Case 15971/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John Pretorius**, First Defendant, and **Joanie Pretorius**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at 48 Eileen Avenue, Jackaroo Park, on Friday, 24 November 1995 at 09:00:

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 28, in the Township of Jackaroo Park, Registration Division JS, Transvaal, known as 48 Eileen Avenue, Jackaroo Park.

Improvements: Single storey, three bedrooms, kitchen, lounge, two bathrooms, dining-room, carport 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 2630.)

Case 11706/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hendrik Renier Calitz**, First Defendant, and **Francina Carolina Johanna Calitz**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Bain Street, Sasolburg, on Friday, 24 November 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Sasolburg, Trust Bank Chambers, Fichardt Street, Sasolburg, and will be read out prior to the sale.

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

Property: Erf 12940, situated in the Town Sasolburg Extension 19, District of Parys, known as 13 Oudehout Street, Sasolburg Extension 19.

Improvements: Four bedrooms, kitchen, lounge, bathroom, dining-room, study, family-room, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2517.)

Case 16795/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Alfonso van Wyk**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 23 November 1995 at 10:00:

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

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

Property: Erf 110, Falcon Ridge Township, Registration Division IQ, Transvaal, known as 12 Korhaan Street, Falcon Ridge.

Improvements: Entrance hall, lounge, dining-room, three bedrooms, kitchen, two bathrooms, garage and shade net carport.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2655.)

Saak 17660/95

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

In die saak tussen **ABSA Bank Bpk.**, Applikant, en **Havenga, J. J.**, en **Havenga, E.**, Respondente

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 11 Augustus 1995, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 17 November 1995 om 11:00, by die kantore van die Balju te Brakpan, te Prince Georgelaan 439, Brakpan, aan die hoogste bieder:

Erf 315, Minnebron-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 575 (vyf sewe vyf).

Sonering: Woonhuis.

Gehou kragtens Akte van Transport T10949/94, geleë te Elfferstraat 14, Minnebron, Brakpan.

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

Die eiendom bestaan uit sitkamer, eetkamer, badkamer met toilet, drie slaapkamers, kombuis, enkelgarage, omhein deur precast, pakkamer, swembad met buitetoilet.

Terme en voorwaardes:

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

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

Geteken te Johannesburg op hierdie 18de dag van Oktober 1995.

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Posbus 1196, Johannesburg, 2000.
[Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. mnr. Du Randt/H63.)

Case 68673/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Petro Johanna Tiltmann**, 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 Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 16 November 1995 at 10:00, to the highest bidder:

Certain:

(a) Section 10 as more fully described on Sectional Plan SS10/1986 in the scheme Phoenix in respect of the land and buildings situated at Erf 221, in the Township of Pretoria Gardens, Local Authority, City Council of Pretoria.

(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, measuring 72 square metres, situated at 204 Phoenix Flats, Schurman Avenue, Pretoria Gardens.

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: Flat, lounge/dining-room, kitchen, two bedrooms, bathroom and w.c. *Other:* Lockup garage.

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 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this 19th day of October 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1356.)

Case 18697/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Lodewikus Francoies Jansen van Vuuren**, First Defendant, and **Johanna Jacoba Alexina Jansen van Vuuren**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Brakpan, at 439 Prins George Avenue, Brakpan, on 17 November 1995 at 11:00, of the following property:

Erf 1935, Dalpark Extension 6 Township, Registration Division IR, Transvaal, measuring 840 square metres, held by the Defendants under Deed of Transfer T50452/1993.

Street address: 23 Torchwood Street, Dalpark Extension 6, Brakpan.

Improvements on the property: Three bedrooms, kitchen, lounge, family room, two garages, swimming-pool, bathroom/toilet and dining-room. Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's office at 439 Prins George Avenue, Brakpan.

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

Case 00004/92**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Beharilal, Manichand Beharilal**, First Defendant, and **Beharilal, Reena**, 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 conducted by the Sheriff, Vereeniging, at the offices of De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 16 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Overvaal Building, 28 Kruger Avenue, Vereeniging:

Erf 716, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, situated at 716 Arternesia Street, Zakariyya Park Extension 4, measuring 480 (four hundred and eighty) square metres, held under Deed of Transfer T.87179/90.

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

Main building: Brick dwelling with a tiled roof consisting of kitchen, lounge, dining-room, bathroom and three bedrooms.

Zoning: Residential.

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 cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum). Minimum charge R200 (two hundred rand).

Date: 19 October 1995.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/4B410.); N. C. H. Bowman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 12733/1995
Case 19069/95
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 **Wentzel, Adrien Benjamin**, First Defendant, **Patience, Edwin Clark**, Second Defendant, and **Patience, Griselda Betenia Rozan**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 17 November 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 497, Florida Park Township, Registration Division IQ, Transvaal, measuring 1 685 m², held by the Defendants under Deed of Transfer T50264/1994, being 31 Van der Stel Street, Florida Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/toilet/shower, separate toilet, kitchen, sun room, double garage, servant's room and outside toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 11th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3859/WRFCLS/Mr. Brewer/djl.)

Case 20040/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Makhubalo, Thandiwe Gladys**, 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, 17 November 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 7028, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 393 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL30157/91, being 7028 Vosloorus Extension 9, Boksburg.

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

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

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

Dated at Johannesburg this 29th day of September 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z73698/ERFCLS/Mr. Preiss/lp.)

Case 15632/94
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 **Miya, Narisi Samuel**, First Defendant, and **Miya, Khathazile Saraphina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 14 November 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 190, Maphanga Township, Registration Division IR, Transvaal, measuring 699 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL29885/86, being Stand 190, Maphanga Section, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 14th day of September 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98473/ERFCLS/Mr Preiss/lp.)

Case 10013/93
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 **Mazibuko, Ephraim**, First Defendant, and **Mazibuko, Nosi Margaret**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 14 November 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 928, A.P. Khumalo Township, Registration Division IR, Transvaal, measuring 272 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL2482/87, being 928 A.P. Khumalo, Katlehong, Alberton.

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

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

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

Dated at Johannesburg this 2nd day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93430/ERFCLS/Mr Preiss/lp.)

Case 19958/95
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 **Pretorius, Lena Jane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 16 November 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 4172, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, measuring 422 m², held by the Defendant under Deed of Transfer T23971/1990, being 8 Siemert Close Extension 5, Ennerdale.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom, separate w.c., kitchen, patio and carport.

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

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

Dated at Johannesburg this 11th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93058/JHBFCLS/Mr McCallum/cvdh.)

Case 8387/94

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

In the matter between **Damevahof Body Corporate**, Execution Creditor, and **Hendrik Hermanus Nikodemus Spangenberg**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution, dated 14 February 1995, the following property will be sold in execution on Wednesday, 29 November 1995 at 10:00, at the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder:

A unit consisting of:

(a) Section 2, as shown and more fully described on Sectional Plan SS7/84, in the scheme known as, in respect of the land and building or buildings, situated at SS Dameva Lewisham Township, Krugersdorp, Transitional Council of Krugersdorp, of which section the floor area, according to the said sectional plan is 80 (eighty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Certificate of Registered Sectional Title ST1535/1990 (the mortgaged unit), known as Unit 2, Damevahof, Erf 726, Lewisham, Registration Division IQ, Province of Gauteng, upon which there is said to be erected:

A ground floor flat consisting of two bedrooms, lounge, bathroom, kitchen and veranda.

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. INV/HE/COLL/D708.)

Case 6961/94

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

In the matter between **Damevahof Body Corporate**, Execution Creditor, and **Wilhelmina Maria Visagie**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 3 October 1994, the following property will be sold in execution on Wednesday, 29 November 1995 at 10:00, at the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, to the highest bidder:

A unit consisting of:

(a) Section 11, as shown and more fully described on Sectional Plan SS7/84 in the scheme known as in respect of the land and building or buildings situated at SS Dameva Lewisham Township, Krugersdorp, Transitional Council Krugersdorp, of which section the floor area, according to the said sectional plan is 80 (eighty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Certificate of Registered Sectional Title ST10691/1992 (the mortgaged unit), known as Unit 11, Damevahof, Erf 726, Lewisham, Registration Division IQ, Province of Gauteng.

Upon which there is said to be erected a flat on the first floor consisting of two bedrooms, lounge, 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 may 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. INV/HE/COLL/D708.)

Case 17264/95
PH 630IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and
Hanna, Lance Lawrence, 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, 16 November 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 46, as shown and more fully described on Sectional Plan SS61/1981 in the building or buildings known as Monid Hall, situated at Township of Berea, Local Authority, Johannesburg, of which the floor area, according to the said sectional plan is 34 (thirty-four) square metres in extent and being 410 Monid Hall, 34 High Street, Berea, Johannesburg; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST61/1981.

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

The dwelling consisting of lounge, bedroom, bathroom and kitchen.

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

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

Dated at Johannesburg on this 4th day of October 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. (PH60/DX 589 Johannesburg.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 101998/Mr Georgiades/le.)

Case 18563/95
PH 630IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and
Dube, Ruth, 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, 16 November 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 28, as shown and more fully described on Sectional Plan SS145/84 in the building or buildings known as Park Lane, situated at Berea Township, Local Authority Johannesburg, of which the floor area, according to the said sectional plan is 71 (seventy-one) square metres in extent and being Unit 28, Parklane, corner of Fife Avenue and Abel Road, Berea; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Deed of Transfer ST41853/94.

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

The dwelling consisting of entrance hall, lounge, bedroom and bathroom/w.c.

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

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

Dated at Johannesburg on this 4th day of October 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. (PH60/DX 589 Johannesburg.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 102114/Mr Georgiades/le.)

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
Innes, Reginald John Sinclair, 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, 16 November 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East at 131 Marshall Street, Johannesburg:

A unit consisting of:

(a) Section 6 as shown and more fully described on Sectional Plan SS96/82 in the scheme known as Santenay, in respect of the land and building or buildings situated at Bellevue Township, Johannesburg Local Authority, of which section the floor area, according to the said sectional plan is 66 (sixty six) square metres in extent and being Unit 6, Santenay, 62 St Georges Street, Bellevue;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and held by Certificate of Registered Sectional Title ST6086/93.

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

The dwelling consists of lounge, dining-room, bedrooms, bathrooms 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 29th 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. [Tel. (011) 484-2828.] (PH 630/DX 589 Jhb.) [Fax: (011) 484-7548.] (Ref. 101937/Mr Georgiades/le.)

Saak 2793/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **D. J. van der Merwe**, Eerste Verweerder, en
M. P. E. van der Merwe, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 15 Mei 1995, sal die ondervermelde eiendom op 22 November 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 413, Dan Pienaarville-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 815 (agthonderd en vyftien) vierkante meter, ook bekend as Pienaarstraat 21, Dan Pienaarville, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan—
die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;
die voorwaardes van die Titellakte T15874/977;
die volledige verkoopvoorwaardes;
en sal verkoop word aan die hoogste bieder.
2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en televisiekamer met motorafdak.

3. *Terme:*

Tien (10%) per centum van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 17,25% (sewentien komma twee-vyf per centum) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg 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 17de dag van Oktober 1995.

A. Fourie, vir Van Rensburgs, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie/N35.)

Case 933/95

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

In the matter between **ABSA Bank Ltd**, trading as Trustbank, Plaintiff, and **Coetzee, April**, Defendant

In pursuance of a judgment granted on 6 March 1995, in the above-mentioned Court, and warrant of execution dated 25 August 1995, the following property will be sold in execution, at the site of the property, on 22 November 1995 at 14:00, by Libra Auctioneers CC:

Certain: Erf 470, Beyerspark Extension 6 Township, Registration Division IR, Province of Gauteng, measuring 729 (seven-hundred and twenty-nine) square metres, known as 16 Floris Avenue, Beyerspark Extension 6, Boksburg, description, dwelling and the usual outbuildings.

Improvements are not guaranteed.

Terms:

1. 10% (ten per centum) of the purchase price plus auctioneer's commission of 5% (five per cent), shall be paid to the Messenger of the Court/Auctioneer in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.
2. The purchaser shall be liable for all costs to procure transfer, as well as all outstanding rates and taxes;
3. The full conditions of sale that will be read out by Libra Auctioneers CC, immediately prior to the sale, may be inspected at their offices at 6 Kingfisher Street, Horison Park, Roodepoort, as well as the offices of the Messenger of the Court, Boksburg, 182 Leeuwpoot Street, Boksburg.

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

Moodie Moodie & Van Rensburg, Attorneys for Plaintiff, Legis Domus Building, Trichardt Road, Boksburg. (Tel. 892-3050/1/2.) (Ref. Anita Nieuwoudt/TB596.)

Case 6106/95

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

In the matter between **ABSA Bank Limited**, trading as Trustbank, Plaintiff, and **De Graaff, Peter**, Defendant

In pursuance of a judgment granted, on 2 August 1995 in the above-mentioned Court, and warrant of execution dated 24 August 1995, the following property will be sold in execution, at the site of the property, on 22 November 1995 at 12:00, by Libra Auctioneers CC:

Certain Erf 650, Impalapak Township, Registration Division IR, Province of Gauteng, measuring 991 (nine-hundred and ninety-one) square metres, known as 24 De Havaland Street, Impala Park, Boksburg.

Description: Dwelling and usual outbuildings.

Improvements are not guaranteed.

Terms:

1. 10% (ten per centum) of the purchase price plus auctioneer's commission of 5% (five per centum), shall be paid to the Messenger of the Court/Auctioneer in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.
2. The purchaser shall be liable for all costs to procure transfer, as well as all outstanding rates and taxes.
3. The full conditions of sale that will be read out by Libra Auctioneers CC, immediately prior to the sale, may be inspected at their offices at 6 Kingfisher Street, Horison Park, Roodepoort, as well as the offices of the Messenger of the Court Boksburg, 182 Leeuwpoot Street, Boksburg.

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

Moodie Moodie & Van Rensburg, Attorneys for Plaintiff, Legis Domus Building, Trichardt Road, Boksburg. (Tel. 892-3050/1/2.) (Ref. Anita Nieuwoudt/TB705.)

Case 3193/94
PH 170IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of SA Limited**, Judgment Creditor, and **Denation, Florence Loraine**, Judgment Debtor

Pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Deputy Sheriff, Roodepoort South, 182 Progress Road, Technikon, Roodepoort, on 17 November 1995 at 10:00, of the undermentioned properties of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Deputy Sheriff, Roodepoort South, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain Erf 428, Fleurhof Township Authority Roodepoort, Registration Division IQ, Gauteng, measuring 810 (eight hundred and ten) square metres, held by virtue of Deed of Transfer T13206/1976 and corresponding to the street address 40 Ketel Avenue, Fleurhof, Roodepoort.

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

The above-mentioned property is a dwelling-house under tile roof and consisting of three bedrooms, kitchen, lounge, two bathrooms, toilet and garage.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) 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 17th day of October 1995.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 836-2681.) (Ref. M. Ramafalo/F536.)

Case 10463/95

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Kenneth William Roberts**, First Defendant, and **Josephine Anne Roberts**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 15 September 1995, the following property will be sold in execution on Friday, 17 November 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder viz:

Erf 818, Freeway Park Extension 1 Township, Registration Division IR, the Province of Gauteng, measuring 1 493 (one thousand four hundred and ninety-three) square metres, being 2 Brabant Road, Freeway Park, Boksburg.

Comprising: Single storey, entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s.

Outbuildings attached: Two garages and w.c./sh.

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

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

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, 182 Leeuwpoot Street, Boksburg.

Dated at Germiston on this the 17th day of October 1995.

A. L. Freedman, for M. Levine & Freedman, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/20221 (G).]

Case 12056/95

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Wynand Gert Kuhn**, First Defendant, and **Johanna Magdalena Kuhn**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 14 September 1995, the following property will be sold in execution on Monday, 13 November 1995 at 10:00, at the Sheriff's Office, Third Floor, United Building, 177 President Street, Germiston:

Erf 458, Elsburg Extension 1 Township, Registration Division IR, the Province of Gauteng, measuring 1 537 (one thousand five hundred and thirty-seven) square metres, being 4 Delport Street, Elsburg, Germiston.

Comprising: Lounge, family room, dining-room, kitchen, three bedrooms, bathroom, w.c. and store.

Outbuildings: Servant's, bathroom and w.c.

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

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

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, Third Floor, United Building, 177 President Street, Germiston.

Dated at Germiston on this the 12th day of October 1995.

A. L. Freedman, for M. Levine & Freedman, Plaintiff's Attorneys, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/20224 (G).]

Case 19401/95
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 **Hartogh Dalena Johana**, 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, 15 November 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:

Section 3 as shown and more fully described on Sectional Plan SS7/1986 in the scheme known as Selati Tuiste, in respect of the land and building or buildings situated at Lewisham Extension 3 Township, Registration Division IQ, Transvaal, 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 97 m², held by the Defendant under Certificate of Registered Sectional Title ST61613/1994, being 3 Selati Hof, 15 Posthumus Street, Lewisham.

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 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 27th day of September 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5350/WRFCLS/Mr Brewer/djl.)

Saak 4670/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **S. G. van Niekerk**, Eerste Verweerder, en **A. D. van Niekerk**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 26 Julie 1995, sal die ondervermelde eiendom op 8 November 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Gedeelte 6 van Erf 3, Krugersdorp-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 476 (vierhonderd ses-en-sewentig) vierkante meter, ook bekend as Victoriastraat 10, Krugersdorp-Noord.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

- Die bepalings van die Landdroshofwet en die regulasies daarkragtens uitgevaardig.
- Die voorwaardes van die Titellakte T2565/1995.
- Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring:

Sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis en opwaskamer. Bediendekamer, stoorkamer, motorhuis en omheinde erf.

3. **Terme:** 10% (tien persent) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 17,25% (sewentien 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 aanneembare 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 Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 18 September 1995.

A. Fourie, vir Van Rensburgs, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie/N334.)

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. F. J. Vermaak**, Eerste Verweerder, en **M. E. Vermaak**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 8 Augustus 1995, sal die ondervermelde eiendom op 8 November 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 398, Noordheuwel-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 504 (eenduisend vyfhonderd-en-vier) vierkante meter, ook bekend as Magaliesbergstraat 16, Noordheuwel, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalinge van die Wet op Landdroshofe en die regulasies daarkragtens uitgevaardig.

Die voorwaardes van die Titellakte T58293/1993.

Die volledige verkoopvoorwaardes; en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, stort, ingangsportaal en kroeg. Woonstel bestaande uit sitkamer, kombuis, badkamer en slaapkamer. Dubbelmotorhuis, bediendekamer en waskamer.

3. *Terme:* Tien persent (10%) van die koopprys 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 persent) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg 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 Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 18de dag van September 1995.

A. Fourie, vir Van Rensburg, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie/N335.)

Case 5690/95

PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Collier, David John**, First Defendant, and **Collier, Dawn Sheree**, 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, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie Avenues, Blairgowrie, on 14 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie Avenues, Blairgowrie:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house under tiled roof consisting of lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two toilets, servant's room and toilet.

Being Remaining Extent of Erf 226, Johannesburg North, situated at 150 Market Street, Johannesburg North, measuring 1 321 square metres, Registration Division IQ, Transvaal, held by the Defendants under Title Deed T83711/94.

The following interdicts are registered against the property: I-3462/1976LG property subdivided into three portions namely, 1 to 3 in accordance with Diagram SG 3301-3-76. The original diagram is SG A3300/76 annexed to Deed of Transfer 4527/1914. K1064/1977S notarial deed of servitude. K1148/1977S notarial deed of servitude.

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 4th day of October 1995.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case 4269/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Cloete, Leon Ernest**, First Defendant, and **Cloete, Beulah Linda**, 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, 17 November 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 203, Fleurhof Township, Registration Division IQ, Transvaal, measuring 838 m², held by the Defendants under Deed of Transfer T23543/86, being 30 Smelt Avenue, Fleurhof, Florida.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, family room, dining-room, two bathrooms, four bedrooms, passage, kitchen, servant's room, single 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg this 16th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Clossium, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z43389/JHBFCLS/Mr McCallum/cvdm.)

Case 34308/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Lengoasa Washington Mojalefa**, First Defendant, and **Lengoasa Sponono Miriam**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 14 November 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 427, Spruit View Extension 1 Township, Registration Division IR, Transvaal, measuring 464 m², held by the Defendants under Certificate of Registered Grant of Leasehold T34348/91, being 427 Spruit View Extension 1, Katlehong, Alberton.

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

The property consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms, toilet, kitchen and garage.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, 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 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 Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z70565/ERFCLS/Mr Preiss/lp.)

Case 10366/93
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 **Kruger William Kennedy**, 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 sale-rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 17 November 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 1129, Horison Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 152 m², held by the Defendant under Deed of Transfer T13995/1980, being 22 Eagle Street, Horison Extension 1.

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

The property consists of entrance hall, lounge, dining-room, study, bathroom/toilet, three bedrooms, kitchen, sun-room, enclosed patio, garage, servant's room and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, 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 centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of September 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z67039/WRFCLS/Mr Brewer/djl.)

Case 85068/93
PH 219

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **A. C. Scholtz**, Defendant

In execution of a judgment of the Magistrate's Court in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, 41A Beaconsfield Avenue, Vereeniging, on Friday, 17 November 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 41A Beaconsfield Avenue, Vereeniging:

Erf 419, Waldrift, Registration Division IQ, Transvaal, measuring 992 m², held by the Defendant under Deed of Transfer T90984/1992, situated at 61 Beril Way, Waldrift, Vereeniging.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, kitchen, scullery, four bedrooms, two bathrooms, carport and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, 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 centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 4th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z73839/Ms Walsh/cl.)

Case 02733/95
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 **Stoffberg, Dirk Jacobus**, First Defendant, and **Stoffberg, Anna Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 16 November 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 105, Mooilande Township, Registration Division IR, Transvaal, measuring 2,0215 hectares, held by the Defendants under Deed of Transfer T24834/1994, being Plot 105, Mooilande Agricultural Holdings.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of vacant land.

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 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 this 26th day of November 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2604/WRFCLS/Mr Brewer/djl.)

Case 18219/95

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Leandroborges, Mario Joao**, First Defendant, and **Van Niekerk, Rene**, 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, 17 November 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 410, Georgia Township, Registration Division IQ, Transvaal, measuring 714 m², held by the Defendants under Deed of Transfer T5680/1994, being 5 Russel Street, Georgia.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen, garage, servant's room and outside shower/toilet. The flat consists of lounge, bedroom, kitchen and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the 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 this 21st day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5320/WRFCLS/Mr Brewer/djl.)

Case 14038/95

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 **Prinsloo, Cornelius Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 16 November 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Holding 283, Unitas Park Agricultural Holdings, Registration Division IQ, Transvaal, measuring 8 568 m², held by the Defendant under Deed of Transfer T11330/1982, being 20 Bobby Locke Street, Unitas Park.

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

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 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 this 26th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4346/WRFCLS/Mr Brewer/djl.)

Case 12769/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Shenaz Investments CC**, First Defendant, and **Bodhanla, Mohamed**, 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, 17 November 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 524 and Erf 526, Roodepoort Township, Registration Division IQ, Transvaal, each measuring 495 m², held by the Defendants under Deed of Transfer T7878/1991, both bearing the address of 3 Grobler Street, Roodepoort.

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/toilet/shower, toilet/shower, kitchen, scullery, laundry, study, two servant's rooms, store-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 on this 11th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z97204/WRFCLS/Mr Brewer/djl.)

Case 12789/94
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 **Chawe, Mcedo Simon**, First Defendant, and **Chawe, Deliwe Roselinah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 14 November 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 19, Mavimbela Township, Registration Division IR, Transvaal, measuring 449 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL2313/88, being Stand 19, Mavimbela Section, Katlehong, Alberton.

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

The property consists of lounge, kitchen, two bedrooms, bathroom and toilet.

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

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

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z96759/ERFCLS/Mr Preiss/lp.)

Case 1347/94
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 **Johnson, Esmond Adam**, First Defendant, and **Johnson, Mietha Sieblas**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 16 November 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 4985, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, measuring 325 m², held by the Defendants under Deed of Transfer T29080/93, being 14 Nickel Avenue, Ennerdale Extension 14.

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

The property consists of two bedrooms, bathroom, lounge, kitchen and bathroom/shower.

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

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

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91285/JHBFCLS/Mr McCallum/cvdr.)

Case 16222/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kraukamp, Marie Francoise**, 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, 17 November 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 198, Quellerina Township, Registration Division IQ, Transvaal, measuring 1 200 m², held by the Defendant under Deed of Transfer T15184/90, being 65 Lange Avenue, Quellerina, Roodepoort.

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

The property consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c./shower, kitchen, garage, servant's room and outside w.c.

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

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

Dated at Johannesburg on this 16th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z68110/JHBFCLS/Mr McCallum/cvdr.)

Case 20838/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Red Onion Investments CC**, First Defendant, and **Daniel Makhubela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of the Sheriff for the Supreme Court, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), Wonderboom, on Friday, 10 November 1995 at 11:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Wonderboom/Soshanguve, at Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), Wonderboom:

Portion 8 of Erf 1303, Soshanguve-K Township, Registration Division JR, Transvaal, measuring 3 135 m², held by the Defendants under Deed of Transfer T47672/1992, being 1303 Block K, Soshanguve.

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

The building consists of a large enclosed area with self service section, office, five door walk in cold storage compartments, kitchen, ablution block, store-room and detached security house with toilet and courtyard.

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

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

Dated at Johannesburg on this 21st day of September 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1073/WRFCLS/Mr Brewer/djl.)

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

The sale in execution is to be held at the offices of De Klerk, Vermaak and Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 16th November 1995 at 10h00.

Nedcor Bank Limited, is the Execution Creditor

The hereinafter mentioned property will be put up for sale, the material conditions of sale being:

1. The property shall be sold to the highest bidder without reserve, voetstoots, and subject to the Supreme Courts Act, No. 59 of 1959.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 17798/95.

Judgment Debtor: **Wilhelmina Christina Grobler.**

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

Improvements: Detached single storey brick built residence under asbestos roof comprising 5 rooms other than kitchen and 2 bathrooms with outbuildings comprising garage, swimming-pool, domestic quarters and toilet.

Reference: MG0050.

Henry Tucker & Partners, Attorneys for Plaintiff, 6th Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 5451/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gert Johannes Jacobus de Klerk**, Defendant

On 22 November 1995 at 10:00, a public auction will be held at Johria Court, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in:

Certain: Erf 2743, Brackendowns Extension 5 Township, also known as 3 Nagel Place, Brackendowns Extension 5, Alberton, measuring 1 354 (one thousand three hundred and sixty-four) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A residence consisting of four bedrooms, three bathrooms, kitchen, lounge, dining-room, three family rooms, three garages, swimming-pool, entrance toilet and washbasin. Surrounded by facebrick and precast walling. Improvements to the property are partially completed.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 17,25% (seventeen comma two five per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (R1 000) whichever is the greater together with 4% (four per cent) Sheriff's commission and 14% (fourteen per cent) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this 16th day of October 1995.

Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450. (Ref. Mr Du Plessis/CK/18598.)

Case 8316/94
PH 53

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

In the matter between **Nedcor Bank Ltd** (a division of Nedbank), Plaintiff, and **Stephen Seo Ying Gau Chu**, Defendant

In pursuance of a judgment in the Supreme Court of Johannesburg, District of Johannesburg, and a writ of execution the property listed hereunder which was attached on 23 June 1995, will be sold in execution on Thursday, 16 November 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, Johannesburg South, 131 Marshall Street, Johannesburg, to the highest bidder:

Certain: Erf 49, Ridgeway, situated at 38 Kimberley Road, Ridgeway, Johannesburg, and consisting of the following:

A building of brick and plaster under a tiled roof, consisting of kitchen, three bedrooms, bathroom with toilet, shower, passage, lounge, dining-room, garage, carport, maid's room, paving and precast walls.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

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

Moss Cohen & Partners, Plaintiff's Attorneys, 10 Girton Road, Parktown, P.O. Box 659, Johannesburg. (Tel. 643-7223.) (Ref. Mr Sandler/jr/N.16284.)

CONVEYANCER'S CERTIFICATE

I, the undersigned, Emili Souris, a duly admitted conveyancer, practising as such at Johannesburg, Transvaal Province, do hereby certify from enquiries made, the following:

Description of property: Erf 49, Ridgeway Township, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging, measuring 744 (seven hundred and forty-four) square metres, held under T4661/1977.

Registered owner: Stephen Seo Ting Au Chu, Identity Number 4505015093044.

Mortgage bonds:

1. B57659/1990 in favour of Nedcor Bank Limited for the sum of R80 000.
2. B22658/1991 in favour of Small Business Developments Corporation for the sum of R20 000.
3. B76947/1993 in favour of Nedcor Bank Limited for the sum of R40 000.

Interdicts: 4941/1995.

Signed at Johannesburg this 26th day of June 1995.

Emili Souris, for Moss Cohen & Partners, P.O. Box 659, Johannesburg, 2000.

Case 12015/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Lungile Maureen Mazibuko N.O.**, First Defendant, and **Lungile Maureen Mazibuko**, Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, 142 Struben Street, Pretoria, on Wednesday, 22 November 1995 at 10:00, of the undermentioned immovable property of the First and Second Defendants, 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:

Erf 1265, Noordwyk Extension 23 Township, Registration Division JR, Transvaal, measuring 1 003 square metres, held by the First and Second Defendants under Deed of Transfer T2559/1992, also known as 1 265 Bottlebrush Street, Noordwyk Extension 23, and consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom, kitchen, separate w.c., garage and study. 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 this 11th day of October 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 15554/95
PH 222IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited (Reg. No. 87/01384/06)**, Plaintiff, and **Phiri: William**, First Defendant, and **Khumalo: Sibongile**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 17 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 501, Lawley Extension 1 Township, Registration Division IQ, Transvaal, measuring 486 (four hundred and eighty-six) square metres, held under Deed of Transfer T39026/1994, and situated at 501 Catfish Crescent, Lawley Extension 1, zoned Residential (hereinafter referred to as the property).

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

A single storey residential building of brick walls and tiled roof, consisting of lounge, kitchen, three bedrooms, bathroom and w.c. The boundary is fenced.

Terms:

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

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

(c) A deposit of 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 19,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685. (Tel. 333-6114.) (Ref. Mr Johnson/N86490.)

Case 8690/94

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

In the matter between **Germiston City Council**, Plaintiff, and **Castle Sun Investments (Pty) Ltd**, trading as Majid Property Investments, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution dated 4 July 1995, the property listed herein will be sold in execution on Monday, 20 November 1995 at 10:00, at the offices of the Sheriff Magistrate's Court, 177 President Street, Germiston, to the highest bidder:

Erf 178, Castlevue Township, Registration Division IR, Transvaal, situated at 12 Sunstone Street, Castlevue, measuring 793 (seven hundred and ninety-three) square metres.

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

Improvements: Eight shops.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the date of the sale to the Sheriff Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff Magistrate's Court, Germiston.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref.: COLL/WM 13/10/95.)

Case 8692/94

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

In the matter between **Germiston City Council**, Plaintiff, and **Castle Sun Investments (Pty) Ltd**, trading as Majid Property Investments, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution dated 4 July 1995, the property listed herein will be sold in execution on Monday, 20 November 1995 at 10:00, at the offices of the Sheriff Magistrate's Court, 177 President Street, Germiston South, to the highest bidder:

Erf 137, Castlevue Township, Registration Division IR, Transvaal, situated at 16 Sunstone Street, Castlevue, measuring 793 (seven hundred and ninety-three) square metres.

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

Improvements: Eight shops.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the date of the sale to the Sheriff Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff Magistrate's Court Germiston South.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref. COLL/WM13/10/95.)

Case 8716/94

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

In the matter between **Germiston City Council**, Plaintiff, and **Castle Sun Investments (Pty) Ltd**, trading as Majid Property Investments, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 4 July 1995, the property listed herein will be sold in execution on Monday, 20 November 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, 177 President Street, Germiston South, to the highest bidder:

Erf 139, Castlevue Township, Registration Division IR, Transvaal, situated at 20 Sunstone Street, Castlevue, measuring 793 square metres.

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

Improvements: Eight shops.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale may be inspected at the office of the Sheriff Magistrate's Court, Germiston South.

Dated 13 October 1995.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref. COLL/WM.)

Case 8717/94

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

In the matter between **Germiston City Council**, Plaintiff, and **Castle Sun Investments (Pty) Ltd**, trading as Majid Property Investments, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 4 July 1995, the property listed herein will be sold in execution on Monday, 20 November 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, 177 President Street, Germiston South, to the highest bidder:

Erf 138, Castlevue Township, Registration Division IR, Transvaal, situated at 18 Sunstone Street, Castlevue, measuring 793 square metres.

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

Improvements: Eight shops.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale may be inspected at the office of the Sheriff Magistrate's Court, Germiston South.

Dated 13 October 1995.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref. COLL/WM.)

Case 29402/93 PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Phillips, Christopher**, Plaintiff, and **De Waal, Louw Leon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held by the Sheriff of the Supreme Court, Sandton, at Ground Floor, 100 Grayston Drive, Sandown, on Friday, 24 November 1995 at 10:00, of the undermentioned property on the conditions of sale to be read out by the auctioneer at the time of the sale:

Description: Holding 5, Palmlands Agricultural Holdings, Registration Division IR, Province of Gauteng, measuring 2,1939 (two comma one nine three nine) hectares, held under Deed of Transfer T77113/1991.

Zoning: Undetermined.

Situated at Rider's Ridge, 5 Uranium Street (corner of Cedar Avenue), Palmlands, Witkoppen.

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

Improvements: Single storey building with brick and plaster wall and tiled roof, consists of large hallway, lounge, dining-room, study, three bathrooms, three bedrooms, passage, kitchen, scullery/laundry, covered patio and wooden window frames. Outdoors comprises gardens, garden cottage, luxury swimming-pool, carport, five car garage, store-room, servants' quarters, stables, fencing and paved driveway. Enclosed by high plastered white brick wall with electronically operated intercom and gate.

Terms:

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

(b) The purchaser shall, in addition to the purchase price bid, pay collection commission to the Plaintiff's attorneys at the rate of 10% (ten per cent) on the purchase price bid, subject to a maximum of R250 and further pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing this notice and the conditions of sale with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale. The balance of the purchase price bid, together with interest thereon at the rate of 18% (eighteen per cent) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Conditions: The conditions of sale may be inspected at the office of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, 111 Commissioner Street, Johannesburg. (Tel. 333-6114.) (Ref. Mr H. F. Beckenstrater/Mr A. Eliott.)

Saak 14287/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Beperk**, Eksekusieskuldeiser, en **Abdulla Peck**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof te Roodepoort en 'n lasbrief vir eksekusie gedateer 20 September 1994, sal die volgende eiendom in eksekusie verkoop word te die verkoopslokaal van die Balju vir Roodepoort, Progressweg 182, Technikon, Roodepoort, op 17 November 1995 om 10:00, aan die hoogste bieder:

Erf 0000301, Fleurhof-dorpsgebied, Registrasieafdeling IQ, PWV Gauteng, ook bekend as Tinnellaan 9, Fleurhof, groot 794 (sewehonderd vier-en-negentig) vierkante meter, gehou kragtens Transportakte T31687/1981.

Terme: Tien persent (10%) van die koopprijs in kontant betaalbaar ten tyde van verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg gelewer te word binne dertig (30) dae daarna.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju, Progressweg 182, Technikon, Roodepoort, ondersoek word.

Gedateer te Roodepoort hierdie 11de dag van Oktober 1995.

Blake Bester Ing., Eerste Verdieping, Blake Bestergebou, hoek van CR Swart- en Mimosarylaan, Wilropark, Roodepoort. (Verw. UN5443/mnr. Blake/HB.)

Saak 7725/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **Afrox Limited**, Eksekusieskuldeiser, en **Michael Phillip Berman**, Eerste Eksekusieskuldenaar, en **Maria Isabella Berman**, Tweede Eksekusieskuldenaar

Op Woensdag, 15 November 1995 om 10:00, sal die ondergenoemde eiendom per publieke veiling deur die Balju, Alberton, te Johria Hof, Du Plessisweg 4, Florentia, Alberton, verkoop word:

Sekere Erf 1820, Albertsdal-uitbreiding 6-dorpsgebied, Registrasieafdeling IR, in die provinsie Gauteng, ook bekend as Strydpoortstraat 10, Albertsdal, Alberton, groot 945 vierkante meter, gehou deur Michael Philip Berman en Maria Isabella Berman onder Akte van Transport T27396/1987.

Sonering: Residensieel.

Spesiale gebruik of vrystelling: Geen.

Die vonnisskuldeiser beskryf die verbeterings op die gemelde eiendom, sonder enige waarborg, soos volg: Losstaande baksteen en/of sement woonhuis onder sink en/of teeldak, bestaande uit: Sitkamer, TV kamer, eetkamer, vier slaapkamers, kombuis, twee badkamers en toilet.

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 dae na veiling.
3. Besit en okkupasie teen registrasie van oordrag.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Alberton hierdie 13de dag van Oktober 1995.

Jonker & Jonker, Prokureurs vir Eiser, Clintonweg 52, New Redruth, Alberton. (Verw. A75: Kobie Jonker.)

Saak 938/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

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

Ingevolge vonnis van die Landdroshof, Meyerton en lasbrief vir eksekusie gedateer 24 Mei 1994, sal die ondervermelde eiendom op 16 November 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg:

Sekere Gedeelte 12, Erf 165, Meyerton Farms, Korhaanstraat 25, Registrasieafdeling IR, provinsie Gauteng, groot 1 084 (een nûl agt vier) vierkante meter.

Voorwaardes:

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

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

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 9de dag van Oktober 1995.

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

Case 91880/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **EVGI Imports & Trading CC**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 21 October 1994, and a warrant of execution dated 23 June 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 3 November 1995 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg:

Certain Erf 1816, Sydenham Township, Registration Division IR, Transvaal, situated at 40 Durham Street, Sydenham, Johannesburg.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows:

Improvements: A dwelling consisting of lounge, dining-room, playroom, TV room, four bedrooms, two bathrooms and kitchen. **Outbuildings:** Garage and servants' quarters with toilet and shower. **Other improvements:** Swimming-pool and carport for about four motorcars.

Area: 711 square metres.

Property is held under Deed of Transfer T14989/91.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 131 Marshall Street, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn-Friedman, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR4826/COLL/PM/LR.)

Case 3193/94
PH 170

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited**, Judgment Creditor, and **Denation, Florence Loraine**, Judgment Debtor

Pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Deputy Sheriff, Roodepoort South, 182 Progress Road, Technikon, Roodepoort, on 17 November 1995 at 10:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Deputy Sheriff, Roodepoort South, Technikon, 182 Progress Road, Roodepoort, prior to the sale:

Certain Erf 420, Fleurhof Township Authority, Roodepoort, Registration Division IQ, Gauteng, measuring 959 (nine hundred and fifty-nine) square metres held by virtue of Deed of Transfer T13206/1976, and corresponding to the street address 3 Krag Avenue, Fleurhof, Roodepoort.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The above-mentioned property is a dwelling house under tile roof and consisting of three bedrooms, kitchen, lounge and dining-room combination, bathroom, toilet and garage.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale 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 17th day of October 1995.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 336-2681.) (Ref. M. Ramafalo/F536.)

CAPE • KAAP

Saak 17303/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Osman & Subeida Enus**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 18 Januarie 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 23 November 1995 om 10:00, op die perseel te Erf 18053, Bonfoistraat 11, Westgate, Mitchells Plain, 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 18053, Mitchells Plain, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Mitchells Plain, afdeling Kaap, provinsie die Wes-Kaap, groot 319 vierkante meter, gehou kragtens Transportakte T46036/92.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met teëldak, drie slaapkamers, sitkamer, kombuis, badkamer, toilet en garage.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040); en/of Die Balju van die Landdroshof, Mitchells Plain. (Tel. 33-3171/2.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die 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 (Tel. 92-0040); en/of Die Balju van die Landdroshof, Mitchells Plain (Tel. 33-3171/2.)

Datum: 9 Oktober 1995.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. CJV/RB/2036.)

Case 14589/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Standard Bank of S.A. Ltd**, Plaintiff, and **Paul John Abrahams**, First Defendant, and **Desiree Norma Abrahams**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 10 June 1995 and a writ of execution dated 2 August 1995 the property listed hereunder will be sold in execution on Friday, 10 November 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 2943, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 394 (three hundred and ninety-four) square metres, situated at 44 Adam Street, Bethelsdorp, Port Elizabeth.

Improvements: Although not guaranteed, it consist of single storey, brick under tile, private dwelling with lounge, kitchen, three bedrooms, bathroom, w.c., servants' quarters and with precast and brick boundary walls.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 15,25% (fifteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 4th day of October 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. (Tel. (041) 56-2885.)

Case 23117/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **The Trustees for the time being of Tygervalley Trust (T1192/86)**,
Defendant

The undermentioned property will be sold in execution at the premises at 15 Verbena Street, Durbanville, on 21 November 1995 at 10:00:

Remainder Erf 1729, Durbanville, in the Area of the Transitional Metropolitan Substructure of Durbanville, the Western Cape Province, in extent 2 095 (two thousand and ninety-five) square metres, comprising lounge, dining-room, family room, kitchen, study room, four bedrooms, two bathrooms, three garages, swimming-pool, servants' quarters with shower, toilet and basin.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville, and will be read out by the auctioneer prior to the sale.

K. G. Kemp, for Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. (Tel. 945-3646.) (Ref. K. G. Kemp/lvs/20134.)

Case 7538/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Christiaan Dewet de Bruin**, Defendant

The undermentioned property will be sold in execution at the premises at Section 76, Villa Barcelona, Yellowwood Crescent, Glenwood, Goodwood, on 16 November 1995 at 11:00:

A unit consisting of:

(i) (a) Section 76, as shown and more fully described on Sectional Plan SS444/94, in the scheme known as Villa Barcelona, in respect of the land and building or buildings situated at Goodwood, in the Municipality of Goodwood, of which the floor area, according to the said sectional plan, is 60 (sixty) 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 section plan held by Deed of Transfer ST17073/94.

(ii) An exclusive use area described as Parking Bay PB79, in extent 18 (eighteen) square metres, being as such part of the common property, comprising the land and the scheme known as Villa Barcelona, in respect of the land and building or buildings situated at Goodwood, in the Municipality of Goodwood, as shown and more fully described on Sectional Plan SS444/94, held under National Deed of Cession SK4730/94.

(iii) An exclusive use area described as Porch P40, in extent 2 (two) square metres, being as such part of the common property, comprising the land and the scheme known as Villa Barcelona, in respect of the land and building or buildings situated at Goodwood, in the Municipality of Goodwood, as shown and more fully described on Sectional Plan SS444/94, held under National Deed of Cession SK4730/94.

(iv) An exclusive use area described as Terrace T14, in extent 7 (seven) square metres, being as such part of the common property, comprising the land and the scheme known as Villa Barcelona, in respect of the land and building or buildings situated at Goodwood, in the Municipality of Goodwood, as shown and more fully described on Sectional Plan SS444/94, held under Certificate of Real Right SK4667A/94.

Comprising roof (tiles), walls (bricks), lounge, kitchen, two bedrooms and bathroom.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Goodwood, and will be read out by the auctioneer prior to the sale.

K. G. Kemp, for Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. (Tel. 945-3646.)

Case 10753/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Igshaan Wilsnach, married in community of property to **Soraya Wilsnach**

The property: Erf 31165, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 135 square metres, situated at 83 Korfbal Street, Beacon Valley, Mitchells Plain.

Improvements (not guaranteed): Double storey brick building consisting of approximately three bedrooms, toilet/bathroom, kitchen and lounge.

Date of sale: 14 November 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 500 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 500 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 10th day of October 1995.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 19034/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Maria Magdalena Lombard

In pursuance of a judgment dated 21 June 1995, and an attachment on 17 July 1995, the following immovable property will be sold at 25 Burt Drive, Newton Park, Port Elizabeth, by public auction on Friday, 10 November 1995 at 11:00:

Erf 76, Newton Park, in the Municipality and Division of Port Elizabeth, in extent 1 673 (one thousand six hundred and seventy-three) square metres, situated at 25 Burt Drive, Newton Park, 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, lounge, dining-room, family room, kitchen, one and a half bathrooms, carport and swimming-pool.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R20 000 and thereafter 1½% (one and a half per cent) with a minimum of R200 and a maximum of R3 000] and auctioneer's charges 4½% (four and a half per cent) plus VAT in both cases are also payable on date of sale.

Dated: 9 October 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 32915/94

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

In the matter between **First National Bank of S.A. Limited (Fish Hoek)**, Execution Creditor, and **Pieter Carol Abrahams**, First Execution Debtor, and **Kathleen Clara Abrahams**, Second Execution Debtor

Be pleased to take notice that in pursuance of the judgment granted by the above Honourable Court dated 11 November 1992, and writ of execution dated 27 October 1994, the following will be sold in execution on 15 November 1995 at 12:00, at the site being:

Certain land situated at 103 Second Avenue, Fairways, Wynberg, Cape, being Erf 75021, Cape Town, at Southfield, in the Area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, Province of the Western Cape, measuring 495m² (four hundred and ninety-five) square metres, held Deed of Transfer T17594/79, also known as 103 Second Avenue, Fairways, Wynberg, Cape.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, 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: Single dwelling, brick wall under a tiled-roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

3. **Payment:**

3.1 Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution-guaranteed cheque to the Sheriff of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as 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 at a rate to be determined by the Judgment Creditor shall be paid on—

3.3.1 the amount of the Plaintiff's claim 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 the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraph 3.2 and 3.3 above are to be secured by the purchaser by approved deposit-taking institution-guarantee to be delivered within fourteen (14) days of the sale of 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 on this 18th day of September 1995.

K. G. Druker & Stanich, Attorneys for Execution Creditor, Seventh Floor, 31 Adderley Street, Cape Town.
(Ref. RKH/gh/W06390.)

Case 1073/95

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

In the matter between **Stonewall Home Improvements and Building Contractors Transkei (Pty) Limited**, Plaintiff, and **Andile Qata**, Defendant

The property known as certain piece of land being Erf 7877, Umtata, in Umtata Township, Extension 29, situated in the Municipality and District of Umtata, measuring one thousand (1 000) square metres, shall be sold to the highest bidder by our Deputy Sheriff, on Friday, 17 November 1995 at 10:30, in Umtata.

The special conditions of sale may be inspected at the offices of our Deputy Sheriff, 39 Leeds Road, Umtata.

Dated at Umtata on this 9th day of October 1995.

Hughes Chisholm & Airey Inc., Attorneys for the Plaintiff, First Floor, IDK Building, 92 Sutherland Street, Umtata. (Mr De Flamingh/MA 02S005002.)

Case 21015/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Port Elizabeth Municipality**, Execution Creditor, and **G. Hutchison**, Execution Debtor

In pursuance to a judgment in the Court for the Magistrate of Port Elizabeth dated 17 July 1995 and a writ of execution dated 23 August 1995 of the property listed hereunder will be sold in execution on Friday, 17 November 1995, at the front entrance of the New Law Courts, North End, Port Elizabeth, at 14:15:

Erf 888, Mill Park situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer T36976/1981, measuring 1 261 square metres, situated at 20 Burford Crescent, Linkside, Port Elizabeth.

Improvements: Although not guaranteed, it consists of private dwelling, lounge, dining-room, kitchen, study, three bedrooms, hall, two bathrooms, servant's room, storeroom and laundry.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property zoned for residential purposes.

Material conditions of sale:

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

2. (a) The purchaser, other than the Plaintiff or bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 19,5% (one nine comma five per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bonds in favour of Nedperm Bank Ltd and First National Bank Ltd (whichever is the greater) from the date of the sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R20 0090 and 3% (three per cent) on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth South.

Dated at Port Elizabeth this the 6th day of October 1995.

McWilliams, Elliott & Ardene, Plaintiff's Attorneys, 83 Parliament Street, Central Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 11843/94

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Charles Albert Stephen Albertyn**, First Defendant, and **Carole Verna Albertyn**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 13 June 1994, the property listed hereunder, and commonly known as 21 Lantana Road, Ferness Estate, Ottery, will be sold in execution at the premises on Monday, 13 November 1995 at 14:00, to the highest bidder:

Erf 783, Ottery, in the Municipality of Cape Town, Cape Division, in extent 585 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, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfrets Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1719.)

Case 1197/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Malcolm Tom Combrinck**, First Defendant, and **Jennifer Combrinck**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Stellenbosch and writ of execution dated 29 April 1993, the property listed hereunder, and commonly known as 24 Jooste Street, Kylemore, Stellenbosch will be sold in execution at the premises on Tuesday, 14 November 1995 at 09:00, to the highest bidder:

Erf Portion 143, of the farm Rust en Vrede 124, in the Local Area of Kylemore, Division of Stellenbosch, in extent 580 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Stellenbosch, 116 Bergville, Victoria Street, Stellenbosch. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 27th day of September 1995.

I. Broodryk, for Syfrets Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1468.)

Case 1130/91

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Arthur Moos John Golding**, First Defendant, and **Lorna Estelle Golding**, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Wellington, writ of execution dated 6 May 1992, the property listed hereunder, and commonly known as 10 Leeubekkie Street, Bellview, Wellington, will be sold in execution at the premises on Wednesday, 15 November 1995 at 10:00, to the highest bidder:

Erf 8852, Wellington, Municipality of Wellington, Division of Paarl, in extent 284 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wellington, 54B Church Street, Wellington. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 3rd day of October 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.755.)

Saak 764/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Beperk**, Eiser, en **Rijk Johannes Pretorius Stoltz**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, George, en 'n lasbrief vir eksekusie gedateer 28 Augustus 1995, sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme en Veilings, aan die hoogste bieder op 21 November 1995 om 10:00, te ondervermelde persele:

Erf 5766, geleë in die munisipaliteit en afdeling George, groot 982 m² gehou kragtens Transportakte T69/94 (ook bekend as Loopstraat 10, Blommekloof, George).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, ingangsportaal, kroeg, vier slaapkamers, drie badkamers, stort, drie toilette, motorhuis tesame met 'n swembad en 'n braaiarea.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onerworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 22,25% (twee-en-twintig komma twee vyf per sent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê ter insae by die kantore van Van Rensburgs Eiendomme en Veilings, Millers Ing., Beacons huis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 5de dag van Oktober 1995.

Millers Ing., Eiser se Prokureurs, Meadestraat 123, George. (Verw. FB/AB/N1117m/N414/OTL1.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Standard Bank of SA Limited**, Plaintiff, and **Mark Louis Ashworth**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 24 August 1995, and a writ of execution dated 31 August 1995 the property listed hereunder will be sold in execution on Friday, 10 November 1995 at 14:15, the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Portion 55 (portion of Portion 11) of the farm Kuyga 8, situated in the Division of Port Elizabeth, measuring 4,2827 (four comma two eight two seven) hectares, situated at Portion 55 (portion of Portion 11) of the farm Kuyga 8, situated in the Division of Port Elizabeth.

Improvements: Although not guaranteed, it consists of a single-storey, private dwelling under corrugated iron, with lounge/dining-room combined, kitchen, utility, three bedrooms, bathroom, two w.c.'s, shower, two garages, two carports, store, verandah, borehole and R/W tanks, precast boundary walls and fencing.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,75% (seventeen comma seven five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 4th day of October 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 654/95

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Nonkatzo Violet Ngxokolo N.O.**, First Defendant, and **Nonkatzo Violet Ngxokolo**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 7 September 1995, and the warrant of execution dated 14 September 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 17 November 1995 at 15:00, at The foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 557, Kwadwesi Stage III, in the Administrative District of Port Elizabeth, measuring 378 square metres, held by the Mortgagors under Certificate of Registered Grant of Leasehold TL2758/88, situated at 32 Mhlokotshane Street, Kwadwesi, Port Elizabeth.

The property improvements on the property are reported, though in this respect nothing is guaranteed: Lounge, kitchen, three bedrooms, bath/w.c. and single garage.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 (twenty thousand rand) and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 6th day of October 1995:

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 3149/94

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Kauleza Robert Willem**, Defendant

In pursuance of a judgment of the above Honourable Court dated 3 March 1995, and the warrant of execution dated 15 March 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 17 November 1995 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 554, Kwadwesi Extension 2, in the Administrative District of Port Elizabeth, measuring 533 square metres, held by the Defendant under Deed of Transfer of Right of Leasehold TL2471/91, situated at 38 Mhlahokoshane Street, Kwadwesi III, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles dwelling, lounge, kitchen, two bedrooms and bath/w.c.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 (twenty thousand rand) and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 6th day of October 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. E. J. Murray/rr.)

Saak 28409/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Marais Muller**, Eksekusieskuldeiser, en **St Elmo E. Coetzee**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 16 November 1995 om 09:00, op die perseel:

Erf 2170, Kleinvelei, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Kleinvelei, afdeling Stellenbosch, provinsie Wes-Kaap, groot 452 vierkante meter, gehou kragtens Transportakte T10647/1986, ook bekend as Apollostraat 18, Kleinvelei.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou bestaande uit twee slaapkamers, badkamer, toilet, sitkamer en kombuis.

Buitegebou: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 5de dag van November 1995.

A. J. Marais, vir Marais Müller, Prokureurs vir Vonnisiskuldeiser, Van Riebeeckweg 68, Kuilsrivier.

Case 3842/94
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Gauwah Dawjee**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 54 Clarence Road, Wynberg, on Wednesday, 22 November 1995 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 112235, Cape Town at Wynberg, in the Municipality of Cape Town, Cape Division, in extent 417 (four hundred and seventeen) square metres, and situated at 54 Clarence Road, Wynberg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 96 (ninety-six) square metre main dwelling consisting of entrance hall, lounge/dining-room, kitchen, two bedrooms, bathroom with water closet and a 24 (twenty-four) square metre outbuilding consisting of a garage and a swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Montague Gardens this 9th day of October 1995.

W. D. Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1707/4333.)

Saak 2982/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Beperk**, Eiser, en **Efraim Jacobus Hendriks**, Eerste Verweerder, en **Jill Theresa Hendriks**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 14 Junie 1995 sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Bellville, op Donderdag, 16 November 1995 om 10:00, aan die hoogste bieder op die perseel, te ondervermelde persele:

Erf 8916 Kuilsrivier, geleë in die munisipaliteit Kuilsrivier, administratiewe afdeling Stellenbosch, groot vierhonderd en tagtig (480) vierkante meter, gehou kragtens Transportakte T23217/90 (ook bekend as Garnetstraat 11, Kuilsrivier).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie:

Woonhuis bestaande uit: Leë erf.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 10% (tien persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bogenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê vir insae by die kantore van die Geregsbode van die Hof, Librahuis, Northumberlandstraat, Bellville, 7535, en Millers Ingelyf, Beaconhuis, Meadestraat 123, George.

Gedateer te George op hierdie 22ste dag van September 1995.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. SVW/sl/N1056/N274.)

Case 9202/95

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

In the matter between **ABSA Bank Limited** trading as United Bank, Plaintiff, and **Marthinus Hamman** and **Heidi Hamman**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 17 November 1995 at 10:30:

A unit consisting of: Section 3, as shown and more fully described on Sectional Plan SS200/1987 in the scheme known as Pearl Court, in respect of the land and building or buildings situated at Parow, in the municipality Parow, of which the floor area, according to the said sectional plan, is 75 (seventy-five) 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 endorsed on the said sectional plan, held under Deed of Transfer ST5898/1992, also known as 1 Pearl Court, Cloete Street, Parow.

Conditions:

1. The following information is furnished, but not guaranteed: Sectional title dwelling with two bedrooms, bathroom, toilet, kitchen, lounge.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this 22nd day of September 1995.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, 38 Wale Street Chambers, Wale Street, Cape Town.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Jan Hendrik de Beer**, First Execution Debtor, and **Claire Louise de Beer**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of East London, and writ of execution dated 28 August 1995, the following property will be sold in execution on Wednesday, 25 October 1995 at 10:00, at 42 Wilson Street, Gonubie, to the highest bidder:

Erf 475, Gonubie (Township of "Eastward Ho"), Municipality of Gonubie, Division of East London, in extent 1 011 (one thousand and eleven) square metres, held under Deed of Transfer T3046/1993, known as 42 Wilson Street, Gonubie.

1. The purchaser shall pay ten per cent (10%) of the purchase price on the date of sale, and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Execution Creditor's attorney or the Sheriff of the Court, which conditions will be read out immediately before the sale.

4. The following particulars are furnished, but not guaranteed:

Brick under tiles dwelling consisting of entrance hall, family room, lounge, dining-room, kitchen, three bedrooms, bath/w.c./sh, ensuite bath/w.c. plus double garage and maids w.c.

Dated at East London on this 18th day of September 1995.

Abdo & Abdo, Attorneys for Execution Creditor, Seventh Floor, Gasson Centre, Church Street, East London. (Ref. D. A. Barter.)

Case 25311/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus John Daniel Louw, married in COP to Myrtle Joan Louw

The property: Erf 26582, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 158 square metres, situated at 29 Blenheim Street, Rocklands, Mitchells Plain.

Improvements (not guaranteed): Semi detached dwelling consisting of approximately three bedrooms, kitchen, lounge, toilet and bathroom.

Date of sale: 14 November 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 500 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 500 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 9th day of October 1995.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 40979/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Standard Bank of S.A. Limited**, Plaintiff, and **Servaas Alexander Hofmeyr**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 10 January 1995 and a writ of execution dated 16 January 1995, the property listed hereunder will be sold in execution on Friday, 10 November 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 1556, Summerstrand, in the Municipality and Administrative District of Port Elizabeth, measuring 1 501 (one thousand five hundred and one) square metres, situated at 15 Hatting Road, Summerstrand, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile, private dwelling with entrance hall, lounge, dining-/family room, study, kitchen, laundry, four bedrooms, two bathrooms, three w.c.'s, two showers, two garages, two servants' rooms with bath and pool with paving and boundary walls.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 16% (sixteen per cent) interest thereon per annum, shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 3rd day of October 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Cases 2989/95 and 3995/95

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

In the matter between **Boland Bank Bpk.**, Execution Creditor, and **N. G. Langeveld** and **N. M. Langeveld**, Execution Debtors

In pursuance of a judgment in the Court of the Magistrate of Strand, and writ of execution issued, the following immovable property will be sold in execution on Wednesday, 29 November 1995 at 10:00, on site, namely 58 Asbiyan Street, Strand, to the highest bidder, viz:

Erf 13993, Strand, in the Municipality of Strand, Division of Stellenbosch, Western Cape Province, in extent 438 (four hundred and thirty-eight) square metres, held by the Execution Debtors under Deed of Transfer T55503/1994, also known as 58 Asbiyan Street, Strand.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property, and the property shall, subject to the foregoing and the full conditions of sale, be sold voetstoots to the highest bidder.

2. The following improvements on the property are reported, but nothing is guaranteed: Lounge, bathroom and toilet, dining-room, kitchen, garage and three bedrooms—one bedroom with toilet and shower.

3. *Payment:* The full purchase price, together with any Value-Added Tax which may be payable thereon, shall be payable in cash at the time of the sale or 10% (ten per cent) of the purchase price in cash and the balance of such purchase price, together with any Value-Added Tax, which may be payable on the purchase price, together with interest on the amount of the Judgment Creditor's claim at the rate then prevailing (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) shall be payable from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by a guarantee of a bank, building society or other financial institution approved of by the Sheriff of the Court, such guarantee to be delivered within two (2) weeks of the date of sale.

4. The full conditions of sale which will be read out by the Sheriff of the Court or auctioneer immediately prior to the sale, may be inspected at either the office of the Sheriff of the Court, Strand, or at the offices of the attorneys for the Execution Creditor.

Schkolne Hart & Wilson Barnard, Attorneys for Execution Creditor, First Floor, Boland Bank Building, 139 Main Street, Somerset West.

Case 6742/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

Nedcor Bank Limited, versus Corneuls du Preez, married in community of property to Maria Christina du Preez

The property: Erf 3631, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 126 square metres, situated at 7 Rhone Way, Westridge, Mitchells Plain.

Improvements (not guaranteed): Brick building, asbestos roof, semi-detached flat, three bedrooms, lounge, kitchen and bathroom/toilet.

Date of sale: 14 November 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 500 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 500 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 on the 5th day of October 1995.

Matz, for Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 8034/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

Nedcor Bank Limited, versus Catherine Elizabeth Claasen

The property: Erf 19809, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 235 square metres, situated at 49 Oxford Street, Portlands, Mitchells Plain.

Improvements (not guaranteed): Brick building, tiled-roof, three bedrooms, shower, toilet, bathroom, kitchen, lounge and garage.

Date of sale: 14 November 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 500 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 500 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 on the 5th day of October 1995.

Matz, for Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 5632/91

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

Nedcor Bank Limited, versus Achmat Dulvie, married in community of property to Shaheda Dulvie

The property: Erf 996, Mitchells Plain, in the City of Cape Town, Cape Division, in extent 228 square metres, situated at 37 Kweper Street, Westridge, Mitchells Plain.

Improvements (not guaranteed): Four bedrooms, bathroom toilet, en suite, kitchen, lounge and dining-room.

Date of sale: 14 November 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 500 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 500 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 on the 5th day of October 1995.

Matz, for Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 470/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Bepers**, Eiser, en **Rosalind Marie Gerber**, Verweerder

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Humansdorp, en lasbrief vir uitwinning gedateer 29 Mei 1995, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, op Vrydag, 10 November 1995 om 10:30, aan die hoogste bieder:

Erf 2401, Jeffreysbaai, in die gebied van die Jeffreysbaai Oorgangsraad, afdeling Humansdorp, groot 666 (seshonderd ses-en-sestig) vierkante meter, gehou kragtens Transportakte T37478/92, ook bekend as Tamariskstraat 4, Jeffreysbaai.

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

2. Die koopprijs sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskapleningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne dertig (30) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband hiermee gegee word nie: Geen.

Die verkoopvoorwaardes sal voor die aanvang van die veiling voorgelees word en sal by die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, ter insae lê.

Gedateer te Jeffreysbaai op hierdie 26ste dag van September 1995.

S. P. Slabbert, vir Visser & Slabbert, p.a. Hoofstraat 76, Humansdorp. [Tel. (0423) 93-1083.]

Saak 17865/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Maizey (Edms.) Bpk.**, Eiser, en **George Stephen Pasqualli** (handeldrywend as Stephen Signs), Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof Bellville, gedateer 17 Augustus 1995, sal die hiernabeskrewe vaste eiendom op Maandag, 13 November 1995 om 10:00, op die perseel te Kasselsvleiweg 16, Bellville-Suid, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 12002, Bellville, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Bellville, afdeling Kaap, provinsie Wes-Kaap, groot 595 (vyf nege vyf) vierkante meter, gehou kragtens Transportakte T26750/88.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 15,5% (vyftien komma vyf persent) of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir Vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Bellville, en/of die kantore van Smit Kruger & Potgieter, Wellingtonweg 32, Durbanville.

Gedateer te Durbanville hierdie 21ste dag van September 1995.

A. D. Kruger, vir Smit Kruger & Potgieter, Wellingtonweg 32, Posbus 33, Durbanville, 7550.

Case 1371/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Suzette Telfer** (born Van Dyk), Plaintiff, and **James George Telfer**, Defendant

In pursuance of a judgment of the South-Eastern Cape Local Division of the Supreme Court of South Africa, dated 2 November 1994, and an attachment in execution by virtue thereof the following immovable property will be sold by public auction on Friday, 27 October 1995 at 15:00, in the foyer of the AA Mutual Building, Rink Street, Port Elizabeth:

Erf 1223, Westering, measuring 1 126 (one thousand one hundred and twenty-six) square metres, held by Defendant under Deed of Transfer T47097/1986, situated at 41 Neville Street, Westering, Port Elizabeth.

Improvements: A dwelling and usual outbuildings (nothing in this respect is guaranteed). The conditions of sale will be read immediately prior to the sale and are lying for inspection at the offices of the Sheriff, Supreme Court, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT, if applicable against transfer to be secured by bank or building society or other acceptable guarantee, to be furnished to the Sheriff of Port Elizabeth, within 21 days from the date of sale.

Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent)] on the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this the 4th day of September 1995.

Wilke Weiss Van Rooyen & Preston, Attorneys for Judgment Creditor, 2 Cuyler Street, Central, P.O. Box 12501, Centrahil, Port Elizabeth. (Ref. BS/avw/T66.)

Case 10188/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **D. C. W. Okkers**, First Defendant, and **L. W. Okkers**, Second Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on Tuesday, 14 November 1995 at 11:00:

Property: Erf 1952, Gaylee, in the Melton Rose Local Area, Stellenbosch Division, measuring 279 (two hundred and seventy-nine) square metres, held by Deed of Transfer T19717/1988, more specifically known as 7 Amstelveen, Dennewer, Gaylee.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated 5 October 1995.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. H. P. M. Kruger/svd/NB0074.)

Case 6766/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Jerome Ramages**, Execution Creditor, and **Mr Raymond Smith**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 19 May 1995, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on Tuesday, 14 November 1995 at 12:00:

Erf 100, Hagley, in the area of the Transitional Metropolitan Substructure Melton Rose/Blue Downs, Stellenbosch Division, Province of the Western Cape, in extent 471 (four hundred and seventy-one) square metres, held by Deed of Transfer T58159/1993, street address 38 Sparrow Walk, Kuils River, Cape.

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 attached to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Vacant land.

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 for the Magistrate's Court, Bellville.

4. Payment shall be effected as follows: 10% (ten per cent) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration 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 Athlone on this 6th day of October 1995.

H. Mohamed & Associates, Attorneys for Execution Creditor, NRB House, 42 Old Klipfontein Road, Athlone. (Ref. JR/sg03/22718/95.)

IN DIE LANDDROSHOF VIR DIE DISTRIK NAMAKWALAND GEHOU TE GARIES

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **Hendrik Johannes van Wyk**, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Vrydag, 10 November 1995 om 10:00, te Hoofstraat 45, Garies:

Erf 26, Garies, geleë in die Garies Plaaslike Oorgangsraad, afdeling Namakwaland, provinsie die Noord-Kaap, groot 1,2324 (een komma twee drie twee vier) hektaar, gehou kragtens Transportakte T12064/1981, synde 'n woonhuis geleë te Hoofstraat 45, Garies.

Veilingvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Landdroshofwet en die reëls daarvolgens uitgevaardig en van die titelbewys in soverre dit van toepassing is.

2. 10% (tien persent) van die koopprys moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 15,5% (vyftien komma vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne 14 (veertien) dae na datum van die veiling verseker word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju geleë te Rosenbergstraat 5, Garies, en sal onmiddellik voor die veiling uitgelees word.

Schreuders, Prokureurs vir Eiser, Sanlamsentrum 8, Voortrekkerstraat 90, Springbok.

Case 651/95

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

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **Klaas Julius**, First Judgment Debtor, and **Terna Maria Julius**, Second Judgment Debtor

In pursuance of a judgment granted on 21 June 1995, in the Worcester Magistrate's Court, the following property will be sold to the highest bidder on 24 November 1995 at 11:00, at Worcester Courthouse:

Description: Erf 10888, Worcester, in the Municipality and Division of Worcester, in extent 299 (two hundred and ninety-nine) square metres.

Postal address: 6 Panday Street, Worcester.

Improvements: *Dwelling:* Lounge, dining-room, kitchen, four bedrooms, bathroom, toilet (not guaranteed), held by Deed of Transfer No. 66627/89.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16,25% (sixteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow this 10th day of October 1995.

Van Niekerk, H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref.: W62253/HVN/Mrs Wolmarans.)

Case 1689/95

IN THE MAGISTRATE'S COURT FOR THE STRAND HELD AT THE STRAND

ABSA Bank Limited, trading as United Bank *versus* **Dana du Plessis** and **Karen Ingrid du Plessis**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 3 Oak Road, Gordon's Bay, 7150, on Wednesday, 15 November 1995 at 11:00:

Erf 1131, Gordons Bay, in the Municipality of Gordon's Bay, in extent 494 (four hundred and ninety-four) square metres, held by Deed of Transfer T34677/84, and situated at 3 Oak Road, Gordon's Bay, 7150.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Strand.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, single garage and swimming-pool.

Payment: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 17,25% (seventeen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 9th day of October 1995.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SG Z24077.)

Saak 16415/95

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE
TODDKAMERS, TODDSTRAAT, PORT ELIZABETH**

In die saak tussen **Saambou Bank Beperk**, Eiser, en **M. C. Potgieter**, Eerste Verweerder, en
P. S. Potgieter, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 17 November 1995 om 14:15 by die hoofingang van Nuwe Gereghowe, 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 3478, Noordeinde, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 419 (vierhonderd-en-negentien) vierkante meter, gehou kragtens Transportakte T69208/93, ook bekend as Stebonheathweg 3, Sydenham, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingbaksteenwoonhuis is, bestaande uit drie slaapkamers, sitkamer, sonkamer, kombuis, badkamer en buitegeboue bestaande uit 'n bediendekamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met 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 9de dag van Oktober 1995.

Stulping Delpot Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 19436/95

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE
TODDKAMERS, TODDSTRAAT, PORT ELIZABETH**

In die saak tussen **Saambou Bank Beperk**, Eiser, en **J. Brisley**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 17 November 1995 om 14:15 by die hoofingang van Nuwe Gereghowe, 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 1360, Fairview, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 928 (negehonderd-agt-en-twintig) vierkante meter, gehou kragtens Transportakte T19865/92, ook bekend as Alba Bouwersingel 35, Fairview, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingbaksteenwoonhuis is, bestaande uit twee slaapkamers, sit-/eetkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met 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 9de dag van Oktober 1995.

Stulping Delpot Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case 7336/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Beacon Bay Municipality**, Judgment Creditor, and **Mr F. J. Bruwer**, Judgment Debtor

In pursuance of a judgment granted on 17 October 1994, in the East London Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 November 1995 at 11:00, at 9 Forest Road, Beacon Bay, East London, to the highest bidder:

Description: Erf 104, Beacon Bay, situated in East London North Township, in the Municipality of Beacon Bay, Division of East London, in extent 1 372 (one thousand three hundred and seventy-two) square metres.

Postal address: 9 Forest Road, Beacon Bay, East London.

Improvements: Nil.

Held by the Defendant in his name under Deed of Transfer 499/1970.

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, 4 Oxford Street, East London.

Dated at East London this 19th day of September 1995.

Wakefield-Houzet, Plaintiff's Attorneys, First Floor, Allied Building, 7 Buxton Street, East London; P.O. Box 66, East London, 5200.

Saak 794/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen **Federated Timbers (Edms.) Bpk.**, Vonnisskuldeiser, en **Marius Alberts**, Vonnisskuldenaar

Ingevolge 'n vonnis gegee deur die Landdros, Caledon, op 1 Augustus 1995 en 'n lasbrief vir eksekusie uitgereik op 23 Augustus 1995, sal die eiendom bekend as Erf 1702, Pringlebaai, geleë in die munisipaliteit Hangklip/Kleinmond, afdeling Caledon, provinsie Wes-Kaap, geleë te Hildasirkel 1702, Pringlebaai, groot 600 vierkante meter, gehou kragtens Transportaktes T18772/94 en T4757/95, in eksekusie verkoop word op 17 November 1995 om 11:00, te bogenoemde adres op die terme en voorwaardes wat onmiddellik en voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Caledon, en by die kantore van die ondergetekende nagegaan mag word.

Die wesentlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprijs onmiddellik betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Vonnisskuldeiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprijs en rente daarop binne 14 (veertien) dae na die datum van die verkoping.

2. Benewens die koopprijs sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente op die kapitale bedrag bereken teen 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, aan die Vonnisskuldeiser betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshofe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: 'n Enkelverdieping woonhuis met sit-/eetkamer, kombuis, gesinskamer, badkamer, twee slaapkamers en stoep.

Gedateer te Hermanus op 16 Oktober 1995.

L. B. Vorster, vir Vorster & Steyn, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Rothnick Croft, Hoofweg 155, Hermanus.

Saak 928/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **mnr. D. W. Heneke**, Vonnisskuldeiser, en **mnr. S. Allie**, Vonnisskuldenaar

Ingevolge 'n vonnis gegee deur die Landdroshof Hermanus op 13 Junie 1995, en 'n lasbrief vir eksekusie uitgereik op 7 Julie 1995, sal die eiendom bekend as Erf 416, Hawston, geleë in die gebied van die Groter Hermanus Plaaslike Oorgangsraad, afdeling Caledon, provinsie Wes-Kaap, geleë te Clinicweg 416, Hawston, groot 450 vierkante meter, gehou kragtens Transportakte T3542/85, in eksekusie verkoop word op 17 November 1995 om 09:00, by die Landdroshof van Hermanus, Hoofweg, Hermanus, op die terme en voorwaardes wat onmiddellik en voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof Hermanus en by die kantore van die ondergetekende nagegaan mag word.

Die wesentlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprijs onmiddellik betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Vonnisskuldeiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprijs en rente daarop binne 14 (veertien) dae na die datum van die verkoping.

2. Benewens die koopprijs sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente op die kapitale bedrag bereken teen 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, aan die Vonnisskuldeiser betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshofe en die reëls daarkragtens uitgevaardig.

4. Die eiendom is onverbeter en is gesoneer vir besigheidsdoeleindes.

Gedateer te Hermanus op 16 Oktober 1995.

L. B. Vorster, vir Vorster & Steyn, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Rothnick Croft, Hoofweg 155, Hermanus.

Saak 4976/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad van Kimberley**, Eiser, en **A. K. Mohamed**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 13 September 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof Kimberley op Donderdag, 16 November 1995 om 10:00.

Sekere Erf 11650, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 1 102 vierkante meter, bekend as Kenilworthweg 118, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis (maar niks word gewaarborg nie).

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 4289/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad van Kimberley**, Eiser, en **J. J. Willemse**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 5 Oktober 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley op Donderdag, 16 November 1995 om 10:00:

Sekere Erf 11771, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 1 431 vierkante meter, bekend as Cawoodsingel 7, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis (maar niks word gewaarborg nie).

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 4751/94

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Johnny Herbst Bemarking**, Eiser, en **Veronica Thembile Aries**, Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof op 4 Augustus 1994 en 'n lasbrief van eksekusie uitgevoer op 8 Augustus 1995, sal die ondervermelde vaste eiendom per openbare veiling verkoop word voor die hoofingang van die New Law Courts, Noordeinde, Port Elizabeth, op Vrydag, 17 November 1995 om 14:15, Mangcakastraat 45, KwaMagxaki, Port Elizabeth:

1. **Gebied:** Woongebied, synde Erf 1114, KwaMagxaki, in die afdeling Port Elizabeth Plaaslike Oorgangsraad, afdeling Port Elizabeth, provinsie die Oos-Kaap, groot 288 vierkante meter, gehou deur Veronica Thembile Aries en Vukile Gladstone Aries, kragtens Transportakte TL634/1990.

Die volgende verbeterings is aangebring op die erf: 'n Woonhuis met gebruiklike buitegeboue, alhoewel geen waarborg in verband daarmee gegee word nie.

2. Synde Erf 1115, Kwamagxaki, in die gebied van die Port Elizabeth Plaaslike Oorgangsraad, afdeling Port Elizabeth, provinsie die Oos-Kaap, groot 303 vierkante meter, gehou deur Veronica Thembile Aries en Vukile Gladstone Aries, kragtens Transportakte TL1115/1/87.

Volle besonderhede van die verkoopvoorwaardes sal voor die verkoping gelees word, en sal ter insaë lê en kan nagegaan word by die kantore van die Balju, Danellyngebou, Thealestraat 12, Port Elizabeth.

Terme: Die koopprys sal betaalbaar wees teen 10% (tien persent) van die verkoopprys en 5% (vyf persent) Balju- (afslaers) koste tot R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200 kontant tydens die verkoping en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne een-en-twintig (21) dae vanaf datum van die verkoping.

Gedateer te Uitenhage op hierdie 6de dag van Oktober 1995.

Conradie Pieterse & Kamfer, Prokureurs vir Eiser, Kerkstraat 28(b), Uitenhage, 6230.

Case 12070/95

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

In the matter between **Crown National (Pty) Ltd**, Plaintiff, and **Mr G. Muller**, trading as The Meat King, Defendant

In pursuance of a judgment in the above Honourable Court dated 31 May 1995, the undermentioned immovable property will be sold in execution at 16 Maree Street, Bellville, on Wednesday, 15 November 1995 at 11:30, to the highest bidder:

Erf 7384, Bellville, in the Area of the Transitional Metropolitan Substructure of Bellville, Cape Division, the Western Cape Province, in extent five hundred and ninety-five (595) square metres.

The sale is subject to the following conditions:

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash or as to 10% (ten per cent) of the price in cash on sale and the balance against registration of transfer plus interest on any unpaid balance at the rate of 15,5% (fifteen and a half per cent) per annum from date of sale, such balance to be secured by an approved guarantee for payment thereof within 6 (six) weeks 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 or at the office of the auctioneers.

Dated at Cape Town this 2nd day of October 1995.

Gelb Simon Shapiro & Partners, Plaintiff's Attorneys, 10th Floor, 2 Long Street, Cape Town. (Ref. Mr J. Simon/na/19558-60234.)

Case 17442/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between The Body Corporate of the Springfield Terrace Scheme No. 195/92, Execution Creditor, and Mr E. J. Prins, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town and writ of execution dated 12 July 1995, the following property will be sold in execution, at the site of the property at 15H Springfield Terrace H, off Roger Street East, Cape Town, on Thursday, 9 November 1995 at 09:30, to the highest bidder:

1. (a) Section 15 as shown and more fully described on Sectional Plan SS 195/92 in the scheme known as Springfield Terrace H, in respect of the land and building or buildings situated at Cape Town in the area of the Transitional Metropolitan Substructure of Cape Town, Division of Cape, Province of the Western Cape, of which section the floor area according to the sectional plan is 33 (thirty-three) square metres;

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Deed of Transfer ST15599/1994, also known as 15H Springfield Terrace H, Off Roger Street East, Cape Town.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed:

Sectional Title Unit thereon.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or by means of a deposit-taking institution's guarantee cheque at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved deposit-taking institution guarantee to be delivered within fourteen (14) days of the date of sale.

Conditions: The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Schneider Sharkey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. N. Sharkey/nf/LW595.)

Saak 3713/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen Boland Bank Beperk, Eiser, en Dennis Michael Hendricks, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik George, gehou te George in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die adres van die eiendom, naamlik Fawnlaan 43, Pacaltsdorp, op 17 November 1995 om 12:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

Eiendom Erf 0459, Pacaltsdorp in die munisipaliteit en administratiewe distrik George, groot 1.128 (een een twee agt) vierkante meter, beter bekend as Fawnlaan 43, Pacaltsdorp, George.

Bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer (baksteenmuur met 'n teëldak en teëlvloer) (geen waarborg word in hierdie verband deur ons gegee nie).

Voorwaardes: 10% (tien persent) van die koopprys en afslagselde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Datum: 20 Oktober 1995.

Alkema Cross & Marais, Nedbanksentrum 109, Yorkstraat, George. [Tel. (012) 346-3089.] (Verw. B. Gericke.)

Case 8553/94

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

In the matter between **Standard Credit Corporation**, Plaintiff, and **Eardley James Twigg**, Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg dated and warrant of execution dated 29 September 1994, the following will be sold in execution on 22 November 1995 at 11:00, at site being:

Certain land situated at 87 Prince George Drive, Muizenberg, Simon's Town, being Erf 148735, measuring 222 (two hundred and twenty-two) square metres, held under Deed of Transfer 86662/1993, also known as 87 Prince George Drive, Muizenberg.

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: Lounge, kitchen, bathroom, bedroom with toilet, basin and shower, bedroom and small bedroom.

3. *Payment:*

3.1 10% (ten per centum) 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;

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 27,36% (twenty-seven comma three six per centum) per annum 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 the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved bank guarantee to be delivered within 14 (fourteen) 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 13th day of October 1995.

Silberbauers Incorporated, Plaintiff's Attorneys, First Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. Mrs V. Beswick/120631.)

Case 6914/95

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

In the matter between **Babcock Triplejay (Pty) Limited**, Plaintiff, and **E. Kenny**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and warrant of execution dated 28 April 1995, the following property will be sold in execution on Wednesday, 15 November 1995 at 14:00, at the premises in question, namely 18 Rod Lane, Lotus River, Grassy Park, to the highest bidder, viz:

Certain: Erf 3703, Grassy Park, situated in the Area for the Metropolitan Substructure of Grassy Park, Cape Division, Province of the Western Cape, known as 18 Rod Lane, Lotus River, Grassy Park, held by the Defendant in his name under Deed of Transfer T38905/1981.

Conditions of sale:

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

2. The following improvements on the property are reported, but nothing is guaranteed: Brick dwelling under tiled roof consisting of lounge, bathroom, toilet, three bedrooms and kitchen.

3. *Terms:*

The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale, and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate of 18,5% (one eight comma five per centum) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. *Conditions:*

The full conditions of sale, which will be read out by the Sheriff for the Magistrate's Court of Wynberg, immediately prior to the sale, may be inspected at his office at 9 Electric Road, Wynberg, and at the offices of A. J. Cox, 73 Cleveland Street, Boston, Bellville.

Dated at Bellville on this the 2nd day of October 1995.

A. J. Cox, 73 Cleveland Street, Bellville, P.O. Box 1112, Sanlamhof, 7532, c/o Pincus Matz Marquard Hugo-Hamman, Maynard House, Maynard Road, Wynberg. (Tel. 948-2714.) (Ref. Mr Cox/B002.)

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Boland Bank Beperk**, Eiser, en **Clifford Harold Marlow**, Verweerder.

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik George, gehou te George in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die adres van die eiendom, naamlik Merrimanstraat 31, George, op 17 November 1995 om 11:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

Eiendom: Erf 15859, in die munisipaliteit en administratiewe distrik George, groot 986 vierkante meter (nege agt ses), beter bekend as Merrimanstraat 31, George.

Bestaande uit: Eetkamer, vier slaapkamers, badkamer, aparte toilet, kombuis, motorhuis (dubbelverdieping met sinkplaatdak). (Geen waarborg word in hierdie verband deur ons gegee nie.)

Voorwaardes: 10% (tien persent) van die koopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan die Balju verskaf word.

Alkema Cross & Marais, Nedbanksentrum 109, Yorkstraat, George. (Verw. B. Gericke).

Case 153/92

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

In the matter between **Bank of Transkei**, Plaintiff, and **Lungile Bhabhani Nongalo**, Defendant

Pursuant to the judgment of the above Honourable Court granted on 19 June 1992 and a warrant of execution dated 23 May 1994, the undermentioned property will be sold by public auction to the highest bidder on 17 November 1995 at 10:00, in front of the offices of the Messenger of the Court, Qumbu:

The property known as certain piece of Quitrent Land, situated in the Location of No. 26, called Ncaloshe, being Rockdale Trading Site, Libode, measuring four comma two eight two seven (4,2827) hectares.

The special conditions of sale may be inspected at the offices of the attorneys of the Judgment Creditor or Messenger of the Court, Qumbu.

Dated at Umtata this 4th day of October 1995.

Nama, Majeke, Mjali & Co., Plaintiff's Attorneys, Suite 203, Second Floor, Munitata Building, Umtata. (Ref. PM/zl/NMU 3275.)

Case 633/94

IN THE SUPREME COURT OF TRANSKEI HELD AT TRANSKEI

In the matter between **Transkei Development Corporation**, Plaintiff, and **Hendrietta Nomandithini Mtwazi**, Defendant

The property known as certain Xuka Drift Trading Station, Lot A, being a piece of quitrent land in Administrative Area No. 54, called Nkondlo, situated in the District of Engcobo.

Shall be sold to the highest bidder by the Deputy Sheriff of Engcobo on 16 November 1995, at the premises Engcobo.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff at Engcobo.

Dated at Umtata this 19th day of July 1995.

S. T. Mjoli Incorporated, Plaintiff's Attorneys, 43 Wesley Street, Umtata.

Case 1599/93

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Transkei Development Corporation**, Plaintiff, and **Zikatile Samuel Langa**, Defendant

In pursuance of judgment of the above Honourable Court and a warrant of execution dated 5 July 1995, the following property will be sold:

Certain piece of land being Erf 1752, Ilinge, in the District of Lady Frere, in extent nine two nine (929) square metres.

The sale aforesaid will take place at the premises, Ilinge, on 17 November 1995 at 10:00.

Conditions of sale can be inspected at the Sheriff's Office, Ilinge, and in the offices of the Sheriff, Queenstown.

Kwezi Nodada & Co., Plaintiff's Attorneys, 1 Imizi Court, Craister Street, Umtata. (Ref. GLY/nm/co11265.)

Case 119/94

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Bank of Transkei**, Plaintiff, and **Alice Nomfanelo Kalankomo**, First Defendant, and **Laurence Vuyisile Kalankomo**, Second Defendant

Pursuant to the judgment of the above Honourable Court granted on 21 April 1994, and a warrant of execution dated 9 May 1994, the undermentioned goods will be sold by public auction to the highest bidder on 15 November 1995, in front of the offices of the Deputy Sheriff, Butterworth:

The property known as certain piece of land situated in the Municipality of Butterworth, District of Gcuwa, being Erf 189, Butterworth, measuring five hundred and ninety-five (595) square metres.

The special conditions of sale may be inspected at the offices of the attorney of the Judgment Creditor or Deputy Sheriff, Butterworth.

Dated at Umtata this 4th day of October 1995.

Nama, Majeke, Mjali & Co., Plaintiff's Attorneys, Suite 203, Second Floor, Munitata Building, Umtata. (Ref. PM/zl/NMU 3918.)

Case 634/94

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Transkei Development Corporation**, Plaintiff, and **Elizabeth Zanele Kaleni**, First Defendant, and **Sidwell B. Mahlati**, Second Defendant

The property known as certain piece of land being Erf 154, situated in the Municipality and District of Engcobo, Tembuland, measuring two thousand seven hundred and thirteen (2 713) square metres, shall be sold to the highest bidder by the Deputy Sheriff, Engcobo, on 16 November 1995 at the premises Engcobo:

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Engcobo.

Dated at Umtata this 18th day of July 1995.

S.T. Mjoli Incorporated, Plaintiff's Attorneys, 43 Wesley Street, Umtata.

Case 116/91

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Bank of Transkei**, Plaintiff, and **Nogate Amanda Mtshixa**, Defendant

Pursuant to the judgment of the above Honourable Court, granted on 21 March 1991, and a warrant of execution, dated 21 May 1991, the undermentioned goods will be sold by public auction to the highest bidder on 16 November 1995, in front of the offices of the Deputy Sheriff, Engcobo:

The property known as certain piece of land, situated in the Municipality and District of Engcobo, being Erf 185, Engcobo, measuring one thousand two hundred and six (1 206) square metres.

The special conditions of sale may be inspected at the offices of the attorney of the Judgment Creditor or Deputy Sheriff, Engcobo.

Dated at Umtata this 4th day of October 1995.

Nama, Majeke, Mjali & Co., Plaintiff's Attorneys, Suite 203, Second Floor, Munitata Building, Umtata. (Ref. PM/zl/NMU 3918.)

Case 112/95

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Bank of Transkei Limited**, Plaintiff, and **Lulama Maiden Pakati**, First Defendant, and **Tyson Titus Lungelo Pakati**, Second Defendant

The properties known as:

1. *Certain*: Piece of land being Erf 34, Bizana, situated in the Municipality and District of Bizana.

Measuring: Four thousand four hundred and sixty-one (4 461) square metres.

2. *Certain*: Piece of land being Erf 35, Bizana, situated in the Municipality and District of Bizana.

Measuring: Four thousand and thirty-five (4 035) square metres.

Shall be sold to the highest bidder by the Deputy Sheriff, Bizana, on 30 November 1995 at 11:00, before the offices of the Deputy Sheriff, Bizana.

Dated at Umtata on this 18th day of October 1995.

M. D. Mda Inc., Plaintiff's Attorneys, 46 Wesley Street, Umtata. (Ref. MBM/nn/Coll.)

Saak 1112/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Volkskas Bank, Eksekusieskuldeiser, en **mev. Rachel Janetta van Huffel**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof Ceres, gedateer 26 Januarie 1995 en 'n lasbrief vir eksekusie gedateer 26 Januarie 1995 sal die volgende eiendom op Vrydag, 10 November 1995 om 10:00, voor die Landdroskantoor, Ceres, per openbare veiling te koop aangebied word:

Gedeelte 4 van die plaas Rozendal 132, geleë in die afdeling Ceres, groot 137,6561 hektaar, geregistreer in die naam van mev. R. J. van Huffel ingevolge Transportakte T50568/86.

Die verkoping geskied streng kontant of per bankgewaarborgde tjek en voetstoots aan die hoogste bieder.

Die volledige veilingvoorwaardes van die verkoping in eksekusie is by die Balju van die distrik Ceres beskikbaar.

Gedateer te Ceres op hede die 13de dag van Oktober 1995.

D. J. Basson, van Paul H. S. van Zijl, Prokureur vir die Eksekusieskuldeiser, Voortrekkerstraat, Posbus 43, Ceres, 6835.

Saak 4069/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad van Kimberley**, Eiser, en **J. Esterhuizen**, Verweerder

Ingevolge 'n vonnis van die Landdroshof Kimberley en 'n lasbrief vir eksekusie gedateer 5 Oktober 1995 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag, 16 November 1995 om 10:00:

Sekere Erf 16258, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 523 vierkante meter, bekend as Broadway 20, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

Saak 5030/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad Kimberley**, Eiser, en **F. A. J. Priem**, Verweerder

Ingevolge 'n vonnis van die Landdroshof Kimberley, en 'n lasbrief vir eksekusie, gedateer 19 September 1995, sal die ondergemelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof Kimberley, op Donderdag, 16 November 1995 om 10:00:

Sekere: Erf 19382, 'n gedeelte van Erf 4889, geleë in die Munisipaliteit en administratiewe distrik Kimberley, groot 521 vierkante meter, bekend as Van Reenenstraat 8A, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis.

Maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 4680/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad Kimberley**, Eiser, en **N. Jacobs**, Verweerder

Ingevolge 'n vonnis van die Landdroshof Kimberley, en 'n lasbrief vir eksekusie, gedateer 6 Oktober 1995, sal die ondergemelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof Kimberley, op Donderdag, 16 November 1995 om 10:00:

Sekere: Erf 8898, geleë in die Munisipaliteit en administratiewe distrik Kimberley, groot 270 vierkante meter, bekend as Rickmanweg 18, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis.

Maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 5230/95
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mark Quinton Greenland**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at Erf 2392, Quarterdeck Way, Langebaan, on Friday, 24 November 1995 at 12:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 11 Graan Street, Moorreesburg.

Erf 2392, Langebaan, in the Municipality of Langebaan, Division of Malmesbury, in extent 711 square metres, and situated at Erf 2392, Quarterdeck Way, Langebaan.

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

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 11th day of October 1995.

W. D. Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/R206/5060.)

Case 8976/95
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

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

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 115 Cambridge Road, Portlands, on Thursday, 30 November 1995 at 12:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 6 Mulberry Mall, Strandfontein Shopping Centre, Strandfontein:

Erf 14367, Mitchell's Plain, in the Municipality of Cape Town, Cape Division, in extent 535 (five hundred and thirty-five) square metres, and situated at 115 Cambridge Road, Portlands.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 77 (seventy-seven) square main dwelling consisting of a lounge/dining-room, kitchen, two bedrooms, bathroom with water closet and a water closet with shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Montague Gardens this 16th day of October 1995.

W. D. Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-51381.] (Ref. W. D. Inglis/cs/S2170/5222.)

Case 8178/94
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Johann Frederick Calitz**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial) in the above-mentioned suit, a sale without reserve will be held at Erf 629, Freezia Street, Struisbaai, on Friday, 1 December 1995 at 12:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 57 Church Street, Bredasdorp:

Erf 629, Struisbaai, in the Area of the Local Council of Struisbaai, Division of Bredasdorp, in extent 752 (seven hundred and fifty-two) square metres, and situated at Erf 629, Freezia Street, Struisbaai.

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

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of 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 Montaque Gardens this 16th day of October 1995.

W. D. Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1801/4533.)

Case 3/95

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Elias Dadios**, First Execution Debtor, and **Kosta Dadios**, Second Execution Debtor, and **Mario Dadios**, Third Execution Debtor

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 1 February 1995, and subsequent warrant of execution in the following property will be sold in execution on 17 November 1995 at 10:00, at the below mentioned property, 7 Aitchenson Street, Molteno:

Erf 171, Molteno, in the Administrative District of Molteno, in extent 535 (five hundred and thirty-five) square metres.

Erf 162, Molteno, in the Administrative District of Molteno, in extent 535 (five hundred and thirty-five) square metres.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Molteno, and contain inter alia the following provisions:

1. 10% (ten per centum) of purchase price on date of sale.
2. Balance of purchase price plus interest, to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out the sale.

Dated at Queenstown this 18th day of October 1995.

Messrs. C. S. Fiveash & Cloete, Attorney for Plaintiff, 40 Ebdon Street, Queenstown, 5320. (Ref. P. J. Cloete/hv.)

Case 4554/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and
Christopher George Robertson, Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain, on 23 November 1995 at 09:00, to the highest bidder:

Erf 16435, measuring 308 square metres, held by T20835/92, situated at 11 Burgundy Crescent, Westridge, Mitchells Plain, Cape.

1. The following improvements on the property are reported, but nothing is guarantee: Three bedrooms, bathroom and toilet, kitchen and lounge.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest) at the current rate of 16,25% (sixteen comma two-five per cent) Judgment Creditor's claim from the date of sale to the date of transfer against registration of transfer, which amount are to be secured by approved bank-guaranteed cheque to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers Inc., Plaintiff's Attorneys, First Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Ref. 133614/Mrs Liebrandt.)

Saak 899/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BARKLY-WES GEHOU TE BARKLY-WES

In die saak tussen **Barkly Wes Munisipaliteit**, Vonnisskuldeiser, en, en **S. Malgas**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Barkly-Wes en 'n lasbrief vir eksekusie gedateer 17 Maart 1995, sal die volgende eiendom verkoop word in eksekusie op 8 November 1995 om 10:00, by die Landdroskantoor, Barkly-Wes:

Erf 1743, geleë in die dorp en distrik Barkly-Wes, groot 316 (driehonderd en sestig) vierkante meter, gehou kragtens Akte van Transport T7892/93.

Terme: 10% (tien persent) van die koopprijs in kontant insluitende alle kostes in verband met die verkoping, advertensie-koste asook enige belastinge en die balans teen transport sal verseker moet word deur 'n goedgekeurde bank- of bouvereniging-waarborg binne 10 (tien) dae na datum van verkoping.

Afslaaerskommissie teen 5% (vyf persent) op die bruto verkoopprijs is op die datum van verkoop betaalbaar, asook enige agterstallige belastinge.

C. M. de Bruyn, vir C. M. de Bruyn & Vennote, Prokureurs vir Eiser, Posbus 140, Campbellstraat 9, Barkly-Wes, 8375.

Case 1256/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Fidelity Bank Limited**, Plaintiff, and **Ashley Mario Jordan Adams**, First Defendant, and **Gailene Valme Adams**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 30 June 1995, and an attachment in execution dated 27 September 1995, the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction, on Friday, 10 November 1995 at 15:00:

Erf 1293, Bloemendal, in the Municipality and Division of Port Elizabeth, in extent 255 square metres, situated at 2 Titania Close, Booysen Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick-dwelling under a tiled-roof.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff, at 94 Main Street, Port Elizabeth, Tel. 55-1300.

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, subject to a minimum of R200 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by the Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 13th day of October 1995.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (AB/lc/091.)

NATAL

Case 16530/92

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

In the matter between **National Industrial Council of the Leather Industry of South Africa**, Execution Creditor, and **R. Naicker**, trading as Caryn Footwear, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 21 September 1992, the following immovable property will be sold in execution on 10 November 1995 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg:

Subdivision 78 of the farm Orient Heights 15738, situated in the City of Pietermaritzburg-Umsindusi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 701 square metres, situated at 76 Executive Drive, Orient Heights, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of face brick and concrete under a tile roof, consisting of three bedrooms, two bathrooms, separate toilet and shower, living-room, dining-room and kitchen. The property is surrounded by wired fence and brick wall.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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.

Dated at Pietermaritzburg the 22nd day of September 1995.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. N. R. Tatham/COL/73.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dhouchand Gobin Maharaj**, First Defendant, and **Drawpadi Maharaj**, Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court, dated 6 September 1995, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court, for the District of Pietermaritzburg, on 10 November 1995 at 09:30, at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Remainder of Lot 1617, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand nine hundred and forty-eight (1 948) square metres, held under Deed of Transfer T18456/93, subject to the conditions contained therein.

The property is situated at 49 English Road, Chase Valley, Pietermaritzburg, KwaZulu/Natal, and is improved by a dwelling-house constructed of brick under tile roof, consisting of lounge, dining-room, family-room, four bedrooms, three bathrooms, kitchen, double garage and servants' quarters.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 18,25% (eighteen comma two five per cent) per annum with effect from the date of sale to date of payment thereof, shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale, which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full condition of sale may be inspected at the offices of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 6th day of October 1995.

Tatham, Wilkes & Co., Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G59.)

Case 3232/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **The Executor of the estate late Nynoi Ntuli**, First Defendant, and **Lindiwe Gladys Ntuli**, Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 8 February 1995, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on 10 November 1995 at 09:30, at the Sheriff's Offices, 6 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Site 427 (Unit J), in the Township of Edendale, District of Edendale, in extent (375) three hundred and seventy-five square metres, held under Deed of Grant 10585/89.

The property is situated at Site 427 (Unit J), Edendale, Pietermaritzburg, KwaZulu/Natal, and is improved by a dwelling-house constructed of concrete under tile roof, consisting of lounge, two bedrooms, bathroom and kitchen.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 15,25% (fifteen comma two five per cent) per annum, with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 6th day of October 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G450.)

Case 2298/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Richard Colin Garland**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 25 August 1995, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on 10 November 1995 at 09:30, at the Sheriff's Offices, 6 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Lot 650, Hilton (Extension 1), situated in the Hilton Town Board Area, Administrative District of Natal, in extent five thousand seven hundred and twenty-four (5 724) square metres, held by the mortgagor under Deed of Transfer T6972/92, subject to the conditions contained therein, the property is situated at 23 Flamingo Drive, Hilton, KwaZulu/Natal, and is vacant land.

The property is situated at 23 Flamingo Drive, Hilton, KwaZulu/Natal, and is vacant land.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 18,25% (eighteen comma two five per cent) per annum, with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 6th day of October 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G63.)

Case 2296/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ganas Naidoo**, First Defendant, and **Govindamah Naidoo**, Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 25 August 1995, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on 10 November 1995 at 09:30, at the Sheriff's Offices, 6 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Subdivision 361 of Lot 1203, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and twenty-eight (228) square metres, held under Deed of Transfer T1646/92, and subject to the conditions of title contained therein.

The property is situated at 52 Jaipur Road, Northdale, Pietermaritzburg, KwaZulu/Natal and is improved by a dwelling-house constructed of concrete under asbestos roof, consisting of a lounge, two bedrooms, kitchen and outside bathroom.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 18,25% (eighteen comma two five per cent) per annum, with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 6th day of October 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G61.)

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 **Neshene Investments CC**, First Defendant, and **Dhyanaseva Mariah**, 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, 17 November 1995 at 10:00:

Description:

Section 1 as shown and more fully described on Sectional Plan SS428/1993 in the scheme known as Kalbarri, in respect of the land and building or buildings situated at Durban, City of Durban, of which section the floor area, according to the said sectional plan is 94 (ninety-four) 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 ST7891/94; and

Section 65 as shown and more fully described on Sectional Plan SS428/1993 in the scheme known as Kalbarri, in respect of the land and building or buildings situated at Durban, City of Durban, of which section the floor area, according to the said sectional plan is 17 (seventeen) 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 ST7891/94; and

an exclusive use area described as Park 1, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Kalbarri, in respect of the land and the building or building situated at Durban, as shown and more fully described on Sectional Plan SS428/93 held under Notarial Deed of Cession SK1753/94.

Physical address: 1 Klabbari, 7 Bradley Road, Umgeni Park, Natal.

Zoning: Special Residential.

The property consists of the following: Duplex brick under tile roof comprising two bedrooms (with built-in-cupboard and carpet floor), bedroom with main en-suite (shower/wash-basin, toilet, tile floor/walls with built-in-cupboard and carpet floor), bathroom (bath, wash-basin, toilet) (tile floor/walls), lounge/dining-room (with tile floor), kitchen (with built-in-units and tile floor/walls) and garage (separate from main house).

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban on this 28th day of September 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.83359/mvr.)

Case 4075/95

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 **Brian Alfred Bailing**, 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, Natal, on Friday, 10 November 1995 at 10:00:

Description: Lot 696, Coedmore Extension 1, situated in the Yellow Wood Park Health Committee Area, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres, held under Deed of Transfer T484/89.

Physical address: 45 Wren Way, Yellow Wood Park, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with toilets and toilet with shower. *Outbuildings:* Two garages, servants' quarters/laundry, toilet with shower and swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, Natal.

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

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cd/notice.bab.)

Case 4572/95

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 **Nkosinathi Emmanuel Khanyile**, 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 Central in front of the Supreme Court-House, Masonic Grove, Durban, at 10:00, on Friday 10 November 1995, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the office at 21 Stafmayer House, Beach Grove, Durban, namely:

(a) Section 25 as shown and more fully described on Sectional Plan SS238/85, in the scheme known as Ruwenzori in respect of the land and building or buildings situated at Township of Durban Local Authority Area of Durban, of which section the floor area, according to the said sectional plan, is 72 (seventy-two) square metres; in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

which property is physically situated at 42 Ruwenzori, 61 St Andrews Street, Durban, 4001, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST17005/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of entrance hall, lounge, dining-room, kitchen, two 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 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 on this the 4th day of October 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/019654/U177/Mrs Chetty.)

Case 4570/95

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 John Douglas Edmunds**, First Defendant, and **Mrs Cynthia Ernise Edmunds**, Second 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 Central in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 10 November 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:

Subdivision 8 of Lot 242, Bellair, situated in the City of Durban, Administrative District of Natal, in extent 1 001 (one thousand and one) square metres, which property is physically situated at 75 Bayswater Road, Bellair, 4094, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T13654/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, laundry, bathroom/basin/toilet, toilet, garage, two store-rooms and workshop.

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 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 4th day of October 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/019634/045/Mrs Chetty.)

Case 9112/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Anwar Khan**, First Defendant, and **Sodhana Nusrat Khan**, Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Durban Central, on 10 November 1995 at 10:00, on the steps of the Supreme Court, Supreme Court Building, Masonic Grove, Durban, to the highest bidder without reserve:

A unit consisting of section 42 as shown and more fully described on Sectional Plan SS153/87 in the scheme known as Ark Royal in respect of the land and buildings or buildings, situated at Durban in the Local Authority of Durban of which the floor area, according to the sectional plan is seventy-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 ST13676/93, which section has physical address as 42 Ark Royal, 420 Point Road, Durban, KwaZulu/Natal.

2. Improvements and zoning (which are not warranted to be correct):

2.1 the land on which the said building/s are erected is zoned Special Residential;

2.2 the property comprises a residential flat, the dimensions and plan of which are set out on the said sectional plan, and which comprises a lounge, large bedroom, kitchen, bathroom (bath, toilet and basin) and porch.

3. Terms:

3.1 The purchaser shall be bound by the provisions of and rules made under Sectional Titles Act No. 66 of 1971 or 95 of 1986, as amended, or as substituted and as applicable;

3.2 the successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges [being 5% (five per centum) on the first R20 000 of the price and 3% (three per centum) on the balance, with a maximum of R6 000] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff Durban Central, 21 Stafmayr House, Beach Grove, Durban and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 15th day of September 1995.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1514/D11.)

Case 5662/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, No: 86/04794/06, trading as Allied Bank, Plaintiff, and **Nundakumaran Aroomugam Moodley**, Defendant

In pursuance of a judgment granted on 14 August 1995, in the Court of the Magistrate, Verulam and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 17 November 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 5276, Verulam Extension 44, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 719 (seven hundred and nineteen) square metres.

Street address: 69 Colchester Crescent, Parkgate, Ottawa.

Improvements: Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed; and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 3rd day of October 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00847/JR/cc.)

Case 977/95

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 **Tamsanqa Selby McAnyana**, First Defendant, and **Mrs Zodwa Ethel McAnyana**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 17 March 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central, at the front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 10 November 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:

(1a) Section 10, as shown and more fully described on Sectional Plan SS238/85, in the scheme known as Ruwenzori, in respect of the land and building or buildings situated at Durban, Administrative District of Natal, Province of KwaZulu/Natal, on which the floor area, according to the said sectional plan, is 96 (ninety-six) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan; and

(2a) Section 55, as shown and more fully described on Sectional Plan SS238/85, in the scheme known as Ruwenzori, in respect of the land and building or buildings situated at Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which the floor area, according to the said sectional plan, is 23 (twenty-three) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan; and

(3a) Section 57, as shown and more fully described on Sectional Plan SS238/85, in the scheme known as Ruwenzori, in respect of the land and building or buildings situated at Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which the floor area, according to the said sectional plan, is 20 twenty square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan.

Which property is physically situated at 21 Ruwenzori, 63 St Andrews Street, Durban, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST15178/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under corrugated asbestos dwelling consisting of entrance passage, lounge, dining-room, kitchen, bathroom, toilet/shower and verandah.

Outbuildings: Garage, staffroom and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 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 4th day of October 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/O10113/Mrs Chelin.)

Case 316/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **HHH Investments CC**, First Defendant, **S. I. Hilzinger**, Second Defendant, **I. G. Hilzinger**, Third Defendant, and **B. T. Hilzinger**, Fourth Defendant

In pursuance of judgment in the above action immovable property listed hereunder will be sold voetstoots in execution on 10 November 1995 at 11:00, at the office of the Sheriff for Camperdown, 5 Bishop Street (behind Masonic Lodge), Camperdown:

Description: Lot 51, Assagay, situated in the Assagay Health Committee Area and in the Port Natal-Ebhowe Joint Services Board Area, Administrative District of Natal, in extent 1,6346 hectares, held under Deed of Transfer T796/94.

Physical address: 51 Quarry Road, Assagay.

Improvements: Small house: Single storey, brick dwelling under tile comprising of three bedrooms, one and a half bathroom, kitchen, lounge and dining-room.

Warehouse: Double storey comprising of two bedrooms, bathroom, family room, study, games room, warehouse, two garages and servants' quarters.

1. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

2. The full conditions may be inspected at the office of the Sheriff, Camperdown, or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 3718/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Constantinos Eustratiou**, First Execution Debtor, **Letisia Venessa Eustratiou**, Second Execution Debtor, and **Anthony Joseph Trewhella**, Third Execution Debtor

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) and writ of execution, dated 20 July 1995, the property listed hereunder will be sold in execution on 3 November 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Remainder of Lot 2063, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent four thousand three hundred and eighty (4 380) square metres.

Postal address: 59 Dawnclyffe Avenue, Westville, 3630.

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, study, kitchen, pantry, six bedrooms, two bathrooms, shower, three w.c.'s, entrance hall, TV lounge, playroom, dressing-room, family lounge, balcony, portico, laundry, entrance porch and verandah.

Outbuildings: Double garage, three servants' rooms, w.c., front boundary wall, electronic wrought iron gate, precast walls, tile paving, swimming-pool, screenwalls, stoneyard, walls and tarmac drive.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 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/N012/354.)

Case 4368/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Wedgesteel**, Plaintiff, and **Structural & Mechanical Engineering CC**, First Defendant, **Perumal Reddy**, Second Defendant, and **W. S. Robinson**, Third Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, subject to reserve, to the highest bidder on 14 November 1995 at 09:00, at the Mtunzini Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Lot 406, Mtunzini (Extension 2) situated in the Mtunzini Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal in extent 1 149 square metres (115 Kiepersol Road, Mtunzini).

1. (b) *Property description* (not warranted to be correct): Single-storey brick under tiled roof dwelling comprising of four bedrooms with m.e.s., bathroom, combined lounge/dining-room and kitchen. Outbuildings consist of double garage, servants' quarters with bedroom and bathroom. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, and at the Sheriff's Office, 8. Hulley Road, Mtunzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/aeh/278/91 (01/W295/278).]

Case 2006/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Michael David Littlejohn**, First Defendant, and **Sharon Enid Littlejohn**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 10 November 1995 at 10:00:

Description: Section 5 as shown and more fully described on Sectional Plan SS84/1982 in the scheme known as Amersham Heights, in respect of the land and building or buildings situated at Pinetown, Local Authority of Pinetown, of which the floor area according to the said sectional plan is 84 (eighty-four) 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 ST4631/92.

Physical address: 1C Amersham Heights, Bamboo Lane, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling comprising kitchen, three bedrooms, bathroom and toilet, lounge and dining-room.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 29th day of September 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6430/mvr.)

Case 1576/95

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 Alpheus Nyathikazi**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 10 November 1995 at 10:00:

Description: Lot 1277, New Germany (Extension 13) situated in the Borough of New Germany and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, measuring 995 (nine hundred and ninety-five) square metres, held under Deed of Transfer T23543/92.

Physical address: 26 Reading Avenue, New Germany, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey brick under tile roof dwelling comprising an entrance hall/porch, lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

There are no outbuildings.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 29th day of September 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8275/mvr.)

Case 4706/92

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 **Francois Johannes Smith**, First Defendant, and **Bunita Charmaine Smith**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 10 November 1995 at 10:00:

Description: Subdivision 9 of Lot 196, Ashley, situated in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal in extent 1 893 (one thousand eight hundred and ninety-three) square metres, held under Deed of Transfer T14669/88.

Physical address: 13 Hyacinth Road, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following:

Single storey brick under tile roof dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. The outbuildings comprise of two garages. There is a cottage comprising kitchen, bathroom, toilet, lounge and bedroom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies, rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 29th day of September 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.4243/mvr.)

Case 895/92

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Alpheus Mngoma**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 14 November 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H1486, situated in the Township of Esikhawini, District of Ongoye, in extent 715 (seven hundred and fifteen) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey brick under tiled roof dwelling, comprising of lounge, dining-room, three bedrooms, two bathrooms and kitchen. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Our Ref. Mr De Ridder/aeh/155/92 (05/K500/155).]

Case 980/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Motebung Sibusiso Majola**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 14 November 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit J177, situated in the Township of Esikhawini, District Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling, comprising of lounge, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Our Ref. Mr De Ridder/aeh/553/93 (05/K600/553).]

Case 356/92

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

In the matter between **South African Breweries**, Plaintiff, and **Paul Ngema** (trading as Eyami Neyakho Liquors), Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, subject to reserve, to the highest bidder on 14 November 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H641, situated in the Township of Esikhawini, District of Ongoye, in extent 365 (three hundred and sixty-five) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey brick under tiled roof dwelling, comprising of lounge, three bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Our Ref. Mr De Ridder/aeh/204/91 (05/S627/204).]

Case 290/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HLABISA HELD AT MTUBATUBA

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Bigboy Eustice Gumede**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 23 November 1995 at 11:00, at the Magistrate's Court, Mtubatuba:

1. (a) *Deeds office description*: Ownership Unit No. A750, situated in the Township of kwaMsane, District of Hlabisa, in extent 436,6 (four hundred and thirty six comma six) square metres.

1. (b) *Property description* (not warranted to be correct): Single-storey block under asbestos roof dwelling comprising of two bedrooms, lounge/dining-room and kitchen. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Old Mill Way, Empangeni.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/aeh/807/94 (05/K600/807).]

Case 6868/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Judgement Creditor, and **Jabulani Bhakinkosi Gwala**, Judgement Debtor

In pursuance of a judgment granted on 3 August 1995, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 17 November 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Site 81 Ohlanga, situated in the Ohlanga Township, District of Verulam, in extent four hundred and forty eight (448) square metres.

Postal Address: Site 81 Ohlanga, 4340.

Improvements: Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet outside and no bathroom, lights facilities, no water facilities.

Held by the Defendant in his name under Deed of Grant GF13130/90.

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 on this 6th day of October 1995.

P. A. Jenkins, for Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320, P. O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.] (Ref. PAJ/mac/K232:K100-0170.)

Case 720/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Standard Bank of South Africa Limited**, Judgment Creditor, and **Johannes Sifiso Sithole**, First Judgment Debtor, and **Nokuthula Petty Sithole**, Second Judgment Debtor

In pursuance of a judgment in the above action the property listed hereunder will be sold in execution on Friday, 17 November 1995 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam:

Description: A certain piece of land being Ownership Unit C1982, situated in the kwaMashu Township, District of Ntuzuma, in extent four hundred and two (402) square metres.

Postal address: C1982, kwaMashu.

Improvements: Brick under tile dwelling consisting of three bedrooms (one en suite), kitchen, lounge with dining-room, double garage, bathroom and toilet, held by the Defendants in their name under Deed of Grant G11519/87. Nothing above is guaranteed.

Terms:

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 16,05% (sixteen comma nought five per cent) per annum to the Execution Creditor at the applicable rate on the respective amounts of the award to the Execution 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.

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 Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 10th day of October 1995.

Gavin Gow, Jenkins & Pearse, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks. [Tel. (031) 561-1011.] (Ref. Colls/SR/S 1151.)

C/o Henry Francis, 23 Realty Centre, Umdloti Main Road, Verulam.

Case 24742/95

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Roland Alfred Harrington**, First Execution Debtor, and **Norman Henry Fritz Harrington**, Second Execution Debtor

In pursuance of judgment granted on 5 July 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 14 November 1995 at 14:00, on the front steps of the Magistrate's Court-house, Sontseu Road, Durban, to the highest bidder:

Description: Subdivision 1 of Lot 349, Durban, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent seven hundred and sixty-six (766) square metres including portion of road 9, 14 metres wide, held by the First Execution Debtor under Deed of Transfer T11213/1986.

Physical address: 505 Windermere Road, Morningside, Durban, KwaZulu/Natal.

Postal address: 505 Windermere Road, Morningside, Durban, KwaZulu/Natal.

Improvements: Brick and corrugated iron roof dwelling consisting of maisonettes:

Unit 1: *Downstairs:* Two bedrooms with built-in cupboards, toilet, wash basin and bath, entrance hall, laundry, guest toilet, wash basin and bath and lounge/dining-room.

NB: All of the above contain oregon pine floors. Kitchen with built-in units (oregon doors and granite tops), rockery swimming-pool and paved garden patio.

Upstairs: Main bedroom with built-in cupboards, en suite bathroom with shower, bath, toilet and basin, balcony, two tandem garages and wine cellar and bar area.

Unit 2: *Downstairs:* Toilet, bath and wash basin (under renovation), two bedrooms with built-in cupboards (under renovation), open plan kitchen, lounge, dining-room (under renovation), swimming-pool (under renovation) and fish pond (under renovation).

Upstairs: Bathroom (under renovation) and bedroom (under renovation).

Servants' quarters: Bedroom, toilet, bath and shower and toilet.

Office: Office at road level with wooden deck.

Zoning: Residential.

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. 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 Execution Creditor's attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorney.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban, KwaZulu/Natal and at the office of the Execution Creditor's attorneys mentioned below.

Dated at Durban this 10th day of 1995.

Tate & Nolan, Execution Creditor's Attorneys, 306 Salmon Grove Chambers, 407 Smith Street, Durban, 4001; P.O. Box 2880, Durban, 4000. [Tel. (031) 301-2212.] (Ref. M. A. Nolan/eb/RF3-5.)

Case 4730/95

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

In the matter between **Body Corporate of Galway Road 27**, Execution Creditor, and **Mr H. D. Walsh**, Execution Debtor

In pursuance of a judgment granted on 24 February 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 16 November 1995 at 14:00 in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description:

(a) Section 68, as shown and more fully described on Sectional Plan SS76/1994 in the scheme known as Galway Road 27 in respect of the land and building or buildings situated at Durban, in the City of Durban, of which the floor area is fifty-nine (59) square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quote as endorsed on the said sectional plan.

Post address: Flat 305, Kamassi, 27 Galway Road, Mayville, Durban, KwaZulu, Natal.

Improvements: Lounge/dining-room, kitchen, two bedrooms with wardrobe, toilet and bathroom.

Held by the Defendant in name under Deed of Transfer ST9137/1994.

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.

5. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, current rated taxes, levies and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, KwaZulu, Natal, or at the offices of the Plaintiff's attorneys at 306 Salmon Grove Chambers, 407 Smith Street, Durban, KwaZulu, Natal.

Dated at Durban on this the 9th day of October 1995.

Tate & Nolan, Plaintiff's Attorneys, 306 Salmon Grove Chambers, 407 Smith Street, Durban, 4001; P.O. Box 2889, Durban, 4000. [Tel. (031) 301-2212.] (Ref. M. A. Nolan/eb/RG3-1.)

Case 25974/93

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

In the matter between the **City Council of the City of Pietermaritzburg**, Execution Creditor, and **Shortts Retreat Investment CC** [formerly Shortts Retreat Share Block (Pty) Ltd], Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 6 December 1993, the following immovable property will be sold in execution on 17 November 1995 at 11:00 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 524 of the farm Shortts Retreat 1208, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent of two comma one nine six (2,1196) hectare represented and situated at 72C B. Downes Road, 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 on this the 21st day of September 1995.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 2914/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **First National Bank Limited**, Plaintiff, and **Johannes Sauer Erasmus**, First Defendant, and **Catharina Maria Erasmus**, Second Defendant

In pursuance of a judgment granted on 25 July 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 16 November 1995 at 11:00 at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 7742, Richards Bay (Extension 26), situated in the Borough of Richards Bay, Administrative District of Natal, in extent 1 000 (one thousand) square metres.

(b) *Street address*: 1 Bulbul Street, Birdwood, Richards Bay.

(c) *Property description (not warranted to be correct)*: Lounge, dining-room, fitted kitchen, three bedrooms (one mes), bathroom and toilet with handbasin, single garage, carport, outside toilet and property fenced on three sides.

(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 Clerk of the Court, Magistrate's Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Empangeni.

4. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 27th day of September 1995.

Schreiber Smith, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900, c/o Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, P.O. Box 175, Empangeni, 3880. (Ref. Mrs Clarke/10/F2214/95.)

Case 5197/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Annelize Sophia Maritz**, Defendant

In terms of a judgment of the above Honourable Court dated 28 August 1995, a sale in execution will be held on 17 November 1995 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder without reserve:

A unit consisting of:

(a) Section 1, as shown and more fully described on Sectional Plan SS160/94, in the scheme known as Botanic Court, in respect of the land and building or buildings situated at Durban, in the Local Authority Area of Durban, of which section the floor area, according to the said sectional plan is 58 square metres; 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 plan held under Deed of Transfer ST10260/94.

Physical address: Flat 1, Botanic Court, 48 Botanic Gardens Road, Durban.

The following information is furnished but not guaranteed: A flat consisting of bedroom with carpet floor and built-in cupboard, one and a half bedroom (recess), lounge with carpet floor, kitchen with Marley tile floor, bathroom (bath/washbasin) with carpet floor and toilet with carpet floor (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court, Durban North.

Dated at Durban this 4th day of October 1995.

Strauss Daly Inc., Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z01320/OE.)

Saak 4279/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Themba Jeffrey Twala**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 28 September 1995, sal die ondervermelde eiendom op 15 November 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 2766C, 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 koopprijs 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 5de dag van Oktober 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 180/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **V. J. Masondo**, Defendant

In pursuance of a judgment granted on 19 March 1993, 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 14 November 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H2320, situated in the Township of Esikhawini, District of Ongoye, in extent measuring 338 (three hundred and thirty-eight) square metres.

(b) *Street address*: H2320, Esikhawini.

(c) *Improvements* (not warranted to be correct): Single storey brick under tile dwelling consisting of three bedrooms, bathroom, shower, dining-room, lounge, kitchen and carport.

(d) *Zoning/Special Privileges or exemptions*: Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 12th day of October 1995.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Mr Rohrs/kr/09/N9033/95.)

Case 570/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Sibusiso Abner Dube**, Defendant

In pursuance of a judgment granted on 1 September 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 14 November 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Site H2288, Esikhawini, situated in the Township of Esikhawini, District of Ongoye, in extent measuring 364 (three hundred and sixty-four) square metres.

(b) *Street address*: H2288, Esikhawini Township.

(c) *Improvements* (not warranted to be correct): Single storey brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and a garage.

(d) *Zoning/Special Privileges or exemptions*: Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 12th day of October 1995.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Mr Rohrs/kr/09/N9070/95.)

Case 4510/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **NBS Bank Limited**, Plaintiff, and **Patrick Charles Parsons**, First Defendant, and **Elaine Parsons**, Second Defendant

In pursuance of a judgment granted on 29 August 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 16 November 1995 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Subdivision 1 of Lot 48, Kwambonambi, situated in the Development Area of Kwambonambi and in the Zululand Joint Services Board Area, Administrative District of Natal, measuring in extent 2 023 (two thousand and twenty-three) square metres.

(b) *Street address*: 2 Carissa Avenue, Kwambonambi.

(c) *Improvements* (not warranted to be correct): Single storey brick under tile dwelling consisting of a lounge, dining-room, kitchen, study, four bedrooms, two bathrooms, a dressing-room and a single garage.

(d) *Zoning/Special Privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 12th day of October 1995.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9069/95.)

Case 5009/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Saambou Bank Limited**, Plaintiff, and **William Garry Macnab**, First Defendant, and **Anna Maria Cornelia Macnab**, Second Defendant

In pursuance of a judgment granted on 14 September 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 16 November 1995 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 6605, Richards Bay, Extension 17, situated in the Borough of Richards Bay, Administrative District of Natal, measuring in extent one thousand four hundred fifty-six (1 456) square metres.

(b) *Street address*: 10 Hartebeeshoogte, Wildenweide, Richards Bay.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms (m.e.s.), bathroom with shower and toilet, open plan kitchen, lounge, dining-room, double garage and servants' quarters with toilet. The property is fenced on two sides.

(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, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 12th day of October 1995.

Bothas Inc., Plaintiff's Attorneys, Nedbank Centre, Bullion Boulevard, Game City, Empangeni. (Ref. Mr Kloppers/dw/S0038001.)

Case 472/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Bilal Mitha**, Defendant

In pursuance of a judgment in the above action the property listed hereunder will be sold in execution on Friday, 10 November 1995 at 10:00, in front of the Magistrate's Court, Couper Street, Stanger.

Lot 1638, Stanger Extension 19, situated in the Borough of Stanger, Administrative District of Natal, Province of KwaZulu/Natal in extent 967 (nine hundred and sixty-seven) square metres.

Postal address: 14 Petunia Street, Stanger.

Improvements: Brick under tile dwelling comprising kitchen with built-in cupboards and tiled floors, tiled dining-room with pine ceiling, carpeted lounge with pine ceiling, passage with built-in cupboards, two bedrooms (one with an air-conditioner) main bedroom with en-suite, shower, toilet, built in cupboards and a walk-in cupboard dressing room, separate toilet, combined toilet, bath, shower. An extended room with pine ceiling and built-in kitchen units.

Outbuilding: Consisting of two rooms with a separate entrance, two rooms, toilet, shower and separate entrance, store-room, single garage, carport, fixed braai area and water tank.

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 116 Couper Street, Stanger.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 4th day of October 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 28252/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Dhewlall Shewdin Manna**, First Defendant, and **Sursathie Shewdin Manna**, Second Defendant

In pursuance of a judgment in the above action the property listed hereunder will be sold in execution on Friday, 10 November 1995 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam.

Subdivision 519, Caneside, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 290 (two hundred and ninety) square metres.

Postal address: 22 Vaneside Crescent, Caneside, Phoenix.

Improvements: Block under asbestos semi-detached dwelling consisting of two bedrooms, lounge, kitchen, toilet and bathroom together with water and electricity.

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 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 5th day of October 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Bagwandeth**, First Defendant, **Phoolmathy**, Second Defendant, **Anaichand Gayadeen**, Third Defendant and **Yanmathie Gayadeen**, Fourth Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Wednesday, 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 South Africa for the District of Greytown, in front of the Magistrate's Court, Bell Street, Greytown, KwaZulu/Natal, at 11:00 on Wednesday, 15 November 1995, on conditions which will be read out by the Sheriff before the sale, and which conditions are in possession of the Sheriff and may be inspected at the Sheriff's office at 119 Voortrekker Street, Greytown, KwaZulu/Natal, namely:

Lot 436, Greytown, situated in the Borough of Greytown, Administrative District of KwaZulu/Natal, in extent four thousand and forty-seven (4 047) square metres, which property is physically situated at 72 Cooper Street, Greytown, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T7527/1961.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling house, brick under iron consisting of an entrance hall, lounge, dining-room, study, family room, kitchen, six bedrooms, bathroom, toilet, a separate toilet and laundry. There is an outbuilding consisting of two carports, storeroom, bathroom, toilet and another toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 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 Pietermaritzburg on this the 13th day of October 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Investec Merchant Bank Ltd**, Execution Creditor, and **Nimrod Munsami**, First Execution Debtor, and **Lorraine Agnes Munsami**, Second Execution Debtor

In pursuance of a judgment granted on 1 January 1995, in the Magistrate's Court, Verulam, and under a warrant of execution against property issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 4 December 1995, at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 3015, Tongaat Extension 25, situated in the Township of Tongaat, Administrative District of Natal in extent three hundred (300) square metres.

Physical address: 31 Mahatma Gandhi Crescent, Tongaat.

Improvements: Double-storey brick under tile dwelling with water and lights consisting of: *Upstairs:* Two bedrooms with main en suite. *Downstairs:* Two bedrooms, lounge, kitchen, private lounge, toilet, bathroom and toilet. Fully fenced.

Nothing is guaranteed in the above respects.

Conditions of sale:

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court within fourteen (14) days after the date of sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per centum) per annum to the Plaintiff from the date of the sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current and any arrear rates and any other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Verulam on this the 11th day of October 1995.

Vallaraman Kathuravaloo, for Vallaraman & Company, Execution Creditor's Attorneys, First Floor, Nadasen Centre, 23 Moss Street, Verulam. [Ref: B128(20)/jg.]

Case 1191/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (Number 86/04794/06), Execution Creditor, and **Vimladevi Moodley**, Execution Debtor

In pursuance of judgment granted on 20 March 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 Friday, 17 November 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being Lot 44, Redfern, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent five hundred and ninety-two (592) square metres.

Postal address: 13 Queenfern Place, Redfern, Phoenix.

Improvements: Brick under tile dwelling, consisting of porch, balcony, verandah, lounge, kitchen, dining-room, family room, three bedrooms, two bathrooms/toilets and store-room.

Town-planning: Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda or at our offices.

Dated at Durban this 11th day of October 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/A332/009643/Mrs Chelin.)

Case 009229/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Roshan Dehal & Associates**, Plaintiff, and **Agrippa Mncwabe**, Defendant

In pursuance of a judgment granted on 5 November 1992, in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 10 November 1995 at 10:00, at the front entrance to the Magistrate's Court, Verulam:

Description: Unit H1035, in the Township of kwaMashu, District of N72, measuring 374 square metres, represented and described on General Plan PB254/1981.

Postal address: H1035, Mtini Road, kwaMashu, 4360.

Improvement: Dwelling-house.

Nothing is guaranteed in the above respects.

Material conditions:

1. (a) The sale shall be subjected to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.
2. (a) The purchaser shall pay a deposit of ten per centum (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the auctioneer within twenty-one (21) days after the sale to be approved by the Plaintiff's attorneys.
- (b) The purchaser shall be liable for payment of interest at the rate of 19,25% (nineteen comma two five per cent) per annum to the Execution Creditor on the respective amount of the awards in the plan of distribution from the date of sale to date of transfer.
3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban this 29th day of September 1995.

Dehal Incorporated, Suite 805, Nedbank House, 30 Albert Street, Durban, 4001. (Ref. Miss Kooverjee/dp/13824/M.)

Case 1783/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Busisiwe Teresa Thusi** in her capacity as representative in the Estate Late **Caroline Lathiwe Thwala**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 11 September 1995, the undermentioned property will be sold in execution on 8 November 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

58 Oak Street, Arbour Park, Newcastle, Lot 3492, Newcastle (Extension 12), situated in the Borough of Newcastle, Province of Natal, measuring 1 166 square metres.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 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 5th day of October 1995.

Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 1387/94

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

In the matter between **Kwazulu Finance & Investment Corporation Limited**, Plaintiff, and **Buku Abednego Nzama**, Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 8 November 1995, at 10:00, The Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post), to the highest bidder:

Description: A certain piece of land, being Ownership Unit K90, in extent 325 square metres, situated in the Township of Umlazi, represented and described on General Plan B.A. 11/1973, held by virtue of Deed of Grant 53/151.

Improvements: A single storey brick/plaster and asbestos dwelling (55 m²) comprising of kitchen, lounge, two bedrooms and bathroom. Electricity-Ready Board. Municipal Water Supply and Sanitation-Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 5 October 1995.

Strauss Daly Inc, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26687/26.)

Case 1948/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jabulani Eric Mbambo**, Defendant

In pursuance of a judgment granted on 5 April 1995, in the Supreme 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 17 November 1995, at 10:00, at the Front Entrance of the Magistrate's Court, Moss Street, Verulam:

Description of property: Site P360 in the Township of KwaMashu, District of Ntuzuma, in extent three hundred and fifty-two (352) square metres.

Physical address: P360 KwaMashu.

Improvements: A brick under tile dwelling with water and lights comprising of two bedrooms, lounge, kitchen and toilet with bathroom.

Zoning: Residential.

Nothing in the above is guaranteed.

The purchaser shall be required to pay a ten per cent (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 of the Supreme Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban on this 9th day of October 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/42S556037(37).]

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 **Habibullah Khan and Zubeira Khan**, Defendants

In pursuance of a judgment granted in the above action, the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 14 November 1995 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road:

Description: Subdivision 26 of Lot 4281, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent six hundred and fifty-five (655) square metres.

Postal address: 80 O'Flaherty Road, Reservoir Hills.

Improvements: Brick/tile house. Comprising of: **Downstairs:** Lounge, entrance hall (floors tiled), kitchen with built-in units (floors/walls tiled), kitchenet (floors tiled), washroom with cupboards and wash basin (floors/walls tiled), bedroom carpeted and toilet with washbasin. **Upstairs:** Two bedrooms with en suite (carpeted), shower cubicles, toilet pans, wash basins (floors/walls tiled), two bedrooms with built-in cupboards (carpeted), each with toilet/washbasin. Bedroom carpeted with en suite (shower cubicle, jacuzzi, toilet and wash basin), prayer room, garage with servant and toilet, brick wall fence, windows, doors and burglar guards.

Town-planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank and guarantee within 21 days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban.

Jackson & Ameen, Plaintiff's Attorney, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 38581/95

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 **Quality Affordable American Built Homes CC**, Defendant

In pursuance of a judgment granted in the above action, the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 17 November 1995 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Remainder of Lot 690, Tongaat, situated in the Township of Tongaat and in the Port Natal Ebhodwe Joint Services Board Area, in extent 3 753 square metres, which property has been sectionalised and consists of the following sectional units:

Section 1, Eastern Shores 531/94, in extent 180 square metres.

Section 2, Eastern Shores 531/94, in extent 103 square metres.

Section 3, Eastern Shores 531/94, in extent 103 square metres.

Section 4, Eastern Shores 531/94, in extent 103 square metres.

Section 6, Eastern Shores 531/94, in extent 103 square metres.

Section 8, Eastern Shores 531/94, in extent 103 square metres.

Section 9, Eastern Shores 531/94, in extent 103 square metres.

Section 10, Eastern Shores 531/94, in extent 103 square metres.

Section 11, Eastern Shores 531/94, in extent 103 square metres.

Postal address: 120 South Beach Road, La Mercy, Natal.

Improvements: Each sectional unit comprises three bedrooms, lounge, dining-room, kitchen, bathroom, three w.c.'s and porch, all units have undercover parking except for Unit 1, which has a double lock-up 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 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, 314 Main Road, Tongaat.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 2475/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sipho Tryseman Thwala**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 21 June 1994, the undermentioned property will be sold in execution on 15 November 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain site Unit 9022, Unit E, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 5th day of October 1995.

V. R. H. Southey, for Hopkins & Southey, 80 Harding Street, Newcastle.

Case 4774/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **NBS Bank Limited**, Plaintiff, and **Marius Christoffel van Biljon**, First Defendant, and **Elizabeth Helena van Biljon**, Second Defendant

In pursuance of a judgment granted on 4 September 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 16 November 1995 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:*

(1) A unit consisting of—

(a) Section 2, as shown and more fully described on Sectional Plan SS436/94, in the scheme known as Hamerkop, in respect of the land and building or buildings situated at Lot 8280, Richards Bay Extension 26, Local Authority of Richards Bay, of which the floor area according to the said sectional plan is 87 (eight seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

(2) An exclusive use area described as Yard Y2, measuring 260 (two hundred and sixty) square metres, being as such part of the common property, comprising the land and the scheme known as Hamerkop, in respect of the land and building or buildings situated at Lot 8280, Richards Bay Extension 26, Local Authority of Richards Bay, as shown and more fully described on Sectional Plan SS436/94, held under Notarial Deed of Cession SK3893/94.

1. (b) *Street address:*

21B Pipet Place, Birdswood, Richards Bay.

1. (c) *Improvements* (not warranted to be correct):

A sectional title simplex unit comprising of an open plan kitchen, scullery, lounge, two bedrooms (bic), bathroom with shower, toilet and single garage.

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, Old Suger Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 12th day of October 1995.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9074/95.)

Case 2898/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nobentungwa Cynthia Khumalo**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 19 July 1994, the undermentioned property will be sold in execution on 15 November 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain site Lot 4980, situated at 10 Zebra, Amajuba Park, Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

- (1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 6th day of October 1995.

V. R. H. Southey, for Hopkins & Southey, 80 Harding Street, Newcastle.

Case 83/92

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

In the matter between **Northern Natal Cement Distributors**, Plaintiff, and **M. B. Naidoo Holdings (Pty) Ltd**, First Defendant, and **Munniman Naidoo**, Second Defendant

In pursuance of a judgment granted in the above Honourable Court, on 5 October 1992 and a warrant of execution, the undermentioned property will be sold in execution on Wednesday, 29 November 1995 at 10:00, in front of the Magistrate's Court, Colenso:

Description: Lot 5, Colenso, situated in the Colenso/Nkanyesi Transitional Local Council, Administrative District of Natal, Province of KwaZulu/Natal, in extent 5 059 (five thousand and fifty-nine) square metres.

Physical address: 66/72 Sir George Street, Colenso.

Improvements: Partially completed shopping complex.

Held under Deed of Transfer T13147/91.

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff for the District of Estcourt, and subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, and the rules promulgated in terms thereof.

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.

Ten per cent (10%) of the purchase price, as well as the Sheriff's commission shall be paid in cash upon conclusion of the sale and the balance shall be secured to the satisfaction of the Sheriff, within 14 (fourteen) days of the date of the sale.

4. Neither the Execution Creditor, nor the Sheriff gives any warranty as to the state of the property sold. The property will be sold voetstoots.

5. The full conditions of the sale applicable can be inspected at the offices of the Execution Creditor's attorneys, or at the Sheriff's at 142 Connor Street, Estcourt, and will be read out immediately prior to the sale.

Dated at Ladysmith this 3rd day of October 1995.

MacAulay & Riddell, Attorneys for Execution Creditor, 126 Murchison Street; P.O. Box 107, Ladysmith, 3370.

Case 86/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. N. Msibi**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 30 June 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 7 November 1995 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E1158, eZakheni, in extent 500 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G01276/91.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower, extent 500.

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 7 November 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 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 13th day of October 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF564.)

Case 6777/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **N B S Bank Limited**, Plaintiff, and **H. J. Brown**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 24 February 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 14 November 1995 at 10:00, in front of the Magistrate's Court, Ladysmith:

Lot 6902, Ladysmith (Extension 34), situated in the Borough of Ladysmith, Administrative District of Natal, in extent four hundred and fifty-nine (459) square metres, held in terms of Deed of Transfer T10665/91.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Three bedrooms, bathroom, w.c., carport, lounge, dining-room, pantry and kitchen.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith, on 14 November 1995 at 10:00, at the Magistrate's Court, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff 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 Attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 13th day of October 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0264.)

Case 2169/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **P. K. and P. Dookhee**, Defendants

In pursuance of a judgment granted in the above Honourable Court on 23 June 1995, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 14 November 1995 at 10:00, in front of the Magistrate's Court, Ladysmith:

Lot 4667, Ladysmith (Extension 23), situated in the Borough of Ladysmith, Administrative District of Natal, in extent five hundred and ninety-nine (599) square metres, held in terms of Deed of Transfer T28558/91.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage, entrance hall, separate toilet and wash-up laundry.

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 14 November 1995 at 10:00, at the Magistrate's Court, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendants 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 Attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 13th day of October 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CNE078.)

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. R. Thwala**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 8 June 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 14 November 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E1663, Ezakheni, in extent 465 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G02857/90.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living room, kitchen and out-buildings w.c. and shower.

Extent: 465.

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 14 November 1995 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 13th day of October 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF652.)

Case 2608/94

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

In the matter between **T. Mokoena**, Plaintiff, and **W. R. Phili**, Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Durban and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 10 November 1995 at 10:00, at the front entrance of the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown:

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 Magistrate's Court, prior to the sale.

Description: Lot 45, Nazareth, situated in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 533 square metres, which is held under certificate, of Ownership TE 23254/93 dated 30 August 1993.

Street address: 36 Hlongwe Street, Nazareth, Pinetown.

Zoning: Residential.

Improvements: Vacant plot of land.

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 centum) 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, Pinetown, within fourteen (14) days after the date of sale.
(b) The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per centum) 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 4th day of October 1995.

Cox Yeasts, Execution Creditor's Attorneys, 12th and 13th Floors, Victoria Main, 71 Victoria Embankment, Durban. (Ref. T. Jali/CVZ.)

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

In the matter between **Small Business Development Corporation Limited**, Execution Creditor, and **Siwa Naidoo**, First Execution Debtor, and **Sushilla Naidoo**, Second Execution Debtor

In pursuance of a judgment granted in the Magistrate's Court for the District of Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 November 1995 at 14:00, at the front entrance of the Magistrate's Court, Somtseu Road, Durban.

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 Durban Magistrate Court prior to the sale.

Description: Section 130, as shown and more fully described on Section Plan ST180/91, in the building or buildings known as Victoria Street Market, situated at Lot 11897, Durban, of which section the floor area according to the sectional plan is 24 (twenty-four) square metres in extent.

Zoning: General Business.

Street address: Stall W25, Victoria Street Market.

Improvements: Stall approximately 6 by 10 m, tiled with a security gate.

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 centum) 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, Durban, within 14 (fourteen) days after the date of sale.
- (b) The purchaser shall be liable for payment of interest at the rate of 23% (twenty-three per centum) 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 12th day of October 1995.

Cox Yeats, Execution Creditor's Attorneys, 12th and 13th Floors, Victoria Main, 71 Victoria Embankment, Durban, 4001.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **George Miller Johnston**, Execution Debtor

In pursuance of a judgment granted on 4 May 1995, in the Magistrate's Court, Stanger and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 10 November 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Lot 723, Ballitoville Extension 1, situated in the Dolphin Coast Transitional Local Council Area and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 960 (nine hundred and sixty) square metres.

Improvements: Tennis court, cottage consisting of kitchen/lounge, bedroom, bathroom and studio. There are retaining walls.

Improvements done to the best ability of Deputy Sheriff. Nothing is guaranteed.

Physical address: 64 Jacqueline Drive, Ballito.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrates Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The property shall be sold to the highest bidder at the sale.
3. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.
4. The balance of the purchase price is payable against transfer of the property, to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.
5. The purchaser shall be liable for payment of interest at the rate of 18,25% (eighteen comma two five per centum) per annum to the Execution Creditor from the date of sale to the date of registration of transfer.
6. The transfer shall be effected by attorneys Laurie C. Smith Incorporated and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Stanger, and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 26th day of September 1995.

Messrs. Laurie C. Smith Inc., 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/A.364/Colls.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 5461/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad**, Eiser, en **Koekemoer, H. J. en S. A.**, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 18 Augustus 1995 sal die volgende eiendom op Vrydag, 24 November 1995 om 10:00, by die Peetlaan-ingang van die Landdros-hof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 7412, geleë in die stad en distrik Bloemfontein, groot 1 150 vierkante meter gehou kragtens Akte van Transport 15140/1990, geregistreer op 28 Desember 1990, perseeladres Normandielaan 26, Bayswater, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit sitkamer, kombuis, badkamer en drie slaapkamers. *Buitegeboue:* Stoep en motorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein op hierdie 10de dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 6179/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad**, Eiser, en **Daduda, M. P.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 18 September 1995 sal die volgende eiendom op Vrydag, 24 November 1995 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 22820, geleë in die stad en distrik Bloemfontein, groot 741 vierkante meter gehou kragtens Akte van Transport 10381/1994, geregistreer op 15 Julie 1994, perseeladres Bergbasstraat 11, Lourierpark, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer met toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein op hierdie 11de dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 21050/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad**, Eiser, en **Van der Westhuizen, N. G. J.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 22 Augustus 1995 sal die volgende eiendom op Vrydag, 24 November 1995 om 10:00, by die Peetlaan-ingang van die Landdros-hof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 11644, geleë in die stad en distrik Bloemfontein, groot 863 vierkante meter gehou kragtens Akte van Transport 15993/1993, geregistreer op 14 September 1993, perseeladres Burgersingel 12, Uitsig, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, gang, badkamer, kombuis, eetkamer en sitkamer. *Buitegeboue:* Stoep, stoor, waskamer en motorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein op hierdie 10de dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 12665/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trustbank, Eiser, en **R. J. du Plessis**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 10 Augustus 1995 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 17 November 1995 om 10:00, by die Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur die Balju aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 20639 (Bloemfontein-uitbreiding 134) geleë in die stad en distrik Bloemfontein, groot 1 644 (een ses vier vier) vierkante meter, gehou kragtens Transportakte T14249/1980, onderhewig aan sekere voorwaardes.

Die volgende besonderhede word verskaf maar nie gewaarborg nie: Die eiendom bestaan uit 'n standaard tipe woning met ingangsportaal, sitkamer, eetkamer, TV-kamer, kombuis, drie slaapkamers, twee badkamers en twee motorhuise.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalinge van die Wet op Landdroshowe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopsdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 29ste dag van September 1995.

P. H. T. Colditz, p.a. Schoeman Maree Ing., Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Saak 11448/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank**, Eksekusieskuldeiser, en **W. Louw**, Eksekusieskuldenaar

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 7 Julie 1995, en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes as wat ten tye van die verkoping voorgelees word deur die Balju, Bloemfontein-Oos, te die perseel geleë te die Landdroskantore, Bloemfontein, op Vrydag, 24 November 1995 om 11:00, naamlik:

Sekere Erf 2222, Uitbreiding 4, Ashbury, geleë te Heidedal, munisipaliteit Bloemfontein, distrik Bloemfontein, groot 428 (vierhonderd agt-en-twintig) vierkante meter, gehou kragtens Transportakte T7811/90.

Terme: Die koper sal onmiddellik na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde aan die Geregsbode van die Hof betaal, in kontant, en sal sekuriteit stel vir die balans van die koopsom deur die verskaffing van 'n aanvaarbare bank- of bouverenigingwaarborg binne 'n periode van 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes lê ter insae ten kantore van die Geregsbode van die Hof en te E. G. Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 29ste dag van September 1995.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein. [Tel. (051) 47-3374/8.]

Saak 8404/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Neil Adrian Combrinck**, Verweerder

Ingevolge 'n vonnis gedateer 22 Junie 1994, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 17 November 1995 om 10:00, te die Peetlaan-ingang, van die Landdroshof, Bloemfontein:

Sekere Erf 12862, geleë in die stad en distrik Bloemfontein, groot 2 270 m² gehou kragtens Transportakte T17882/93, en beter bekend as Sergeantstraat 15, Universitas, Bloemfontein.

Verbeterings: Vier slaapkamerwoonhuis met sitkamer, eetkamer, kombuis, studeerkamer, TV-kamer, twee badkamers, twee toilette, stort, motorhuis, afdak, bediendekamer met toilet en swembad.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,250% (sewentien komma twee vyf nul persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 26ste dag van September 1995.

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trust-gebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 20107/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **mnr. R. Coetzer**, Eerste Verweerder, en **mev. C. C. Coetzer**, Tweede Verweerder

Ingevolge 'n vonnis gedateer 7 Augustus 1995, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 17 November 1995 om 10:00, te die Peetlaan-ingang, van die Landdroshof, Bloemfontein:

Sekere Eenheid 51 in die Skema Constantia Park SS95/1993, groot 129 m² gehou kragtens Transportakte ST7733/94, en beter bekend as Constantia Park 51, Henriëtte Grovéstraat, Langenhovenpark, Bloemfontein.

Verbeterings: Drie slaapkamermeenthuis met sit/eetkamer, studeerkamer, kombuis, badkamer, twee toilette, stort en motorhuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 21ste dag van September 1995.

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trust-gebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 13156/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die Ascot Hof Skema**, Eiser, en **mej. Sandra Venter**, Verweerder

Ingevolge 'n vonnis gedateer 11 Julie 1995, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 17 November 1995 om 10:00, te die Peetlaan-ingang, van die Landdroshof, Bloemfontein:

Sekere Eenheid 14, Deeltitel Skema Ascot Hof SS77/1993, geleë in die stad en distrik Bloemfontein, groot 60 m² gehou kragtens Transportakte ST17347/1993, Ascot Hof 14, Paul Krugerlaan, Universitat, Bloemfontein.

Verbeterings: Woonstel bestaande uit slaapkamer, sit/eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15.5% (vyftien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 21ste dag van September 1995.

M. W. M. Barnaschone, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trust-gebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 2744/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die Mar-Hei Skema**, Eiser, en **mnr. L. D. Rudman**, Verweerder

Ingevolge 'n vonnis gedateer 7 Maart 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 17 November 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 59, in die Skema Mar-Hei SS52/1984, groot 47 m², gehou kragtens Transportakte ST15979/94, en beter bekend as Mar-Heihof 606, Zastronstraat 97, Bloemfontein.

Verbeterings: Een slaapkamewoonstel met sit/eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling; die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

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

M. W. Barnaschone, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 16381/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **mnr. George Frederick Wilhelm Swartz**, Verweerder

Ingevolge 'n vonnis gedateer 24 Augustus 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 17 November 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 65, in die Skema Winterland SS24/1995, groot 44 m², gehou kragtens Transportakte ST9973/95, en beter bekend as Winterland 65, Faurelaan, Willows, Bloemfontein.

Verbeterings: Een slaapkamerwoonstel met sit-/eetkamer, kombuis, badkamer en toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling; die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,250% (agttien komma twee vyf nul persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

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

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 13736/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **mnr. Pierre Lourens de Jager**, Eerste Verweerder, en **mev. Susanna Catherina de Jager**, Tweede Verweerder

Ingevolge 'n vonnis gedateer 25 Julie 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 17 November 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 20966, Uitbreiding 135, geleë in die dorp en distrik Bloemfontein, groot 1 241 m², gehou kragtens Transportakte T9211/93, beter bekend as Besemboslaan 33, Pellissier, Bloemfontein.

Verbeterings: Drieslaapkamerwoonhuis met sitkamer, eetkamer, TV-kamer, kombuis, twee badkamers, twee toilette, stort, twee motorhuise, bediendekamer met toilet, swembad en besproeiingsstelsel.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 dae na verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling; die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,250% (sewentien komma twee vyf nul persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein op hierdie 11de dag van September 1995.

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die Stadien Hof Skema**, Eiser, en **mnr. J. J. Ferreira**, Verweerder

Ingevolge 'n vonnis gedateer 20 Junie 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 17 November 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 11, Deeltitelskema Stadienhof SS25/1991, geleë in die stad en distrik Bloemfontein, groot 98 m², gehou kragtens Transportakte ST17594/1994, Stadienhof 11, Daniel van Niekerkstraat, Wilgehof, Bloemfontein.

Verbeterings: Woonstel bestaande uit twee slaapkamers, badkamer, sit-/eetkamer, kombuis en toesluitmotorhuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 dae na verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling; die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein op hierdie 14de dag van Oktober 1995.

M. W. M. Barnaschone, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 15985/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Kleinsake Ontwikkelingskorporasie Bpk.**, Eiser, en **Americo Pops CC**, handeldrywende as Americo Pops, Eerste Verweerder, **Gilliam Johannes Oberholzer**, Tweede Verweerder

Kragtens 'n vonnis van die Landdros, Bloemfontein, en kragtens 'n lasbrief vir eksekusie gedateer 16 Augustus 1995 sal die volgende eiendom per publieke veiling vir kontant op 17 November 1995 om 10:00, te die Landdroskantoor, Peetlaan, Bloemfontein, Oranje Vrystaat, aan die hoogste bieder verkoop word:

Die Verweerder se reg, titel en belang in en tot die eiendom bekend as:

Sekere Erf 11145, Uitbreiding 65, Bloemfontein, ook bekend as George Lubbestraat 8, Hamilton, Bloemfontein.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Wes en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Derde Verdieping, NBS-gebou, Bloemfontein, gedurende kantoorure.

Gedateer te Bloemfontein op hierdie 2de dag van Oktober 1995.

L. Strating, p.a. Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein. [Tel. (051) 30-2281.]

Saak 19759/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Western Bank Beperk**, handeldrywende as Wesbank, Eiser, en **Petrus Teboho Nkahale**, Verweerder

Kragtens 'n vonnis van die Landdros, Bloemfontein, en kragtens 'n lasbrief vir eksekusie gedateer 27 Januarie 1995 sal die volgende eiendom per publieke veiling vir kontant op 24 November 1995 om 10:00, te die Landdroskantoor, Peetlaan, Bloemfontein, Oranje Vrystaat, aan die hoogste bieder verkoop word:

Die Verweerder se reg, titel en belang in en tot die eiendom bekend as:

Sekere Erf 11686, Mangaung, Bloemfontein, gehou kragtens Transportakte TL1585/88 en beter bekend as 16686, Kenosi Tsingtsingstraat, Kagisanong, Bloemfontein.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Oos, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Derde Verdieping, NBS-gebou, Bloemfontein, gedurende kantoorure.

Gedateer te Bloemfontein op hierdie 28ste dag van September 1995.

L. Strating, p.a. Symington en De Kok, Prokureur vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein. [Tel. (051) 30-2281.]

Case 46/95

IN THE MAGISTRATES COURT FOR THE DISTRICT OF LINDLEY HELD AT PETRUS STEYN

In the matter between **Josef Mokoena**, trading as Stanza Store, Plaintiff, and **Anna Mohono**, Defendant

In terms of judgment of the Magistrate of Petrus Steyn, on 31 July 1995 and warrant of execution dated 22 August 1995, the undermentioned property will be sold to the highest bidder on Friday, 10 November 1995 at 10:00, in front of the Magistrate's Court, Reitz Street, Petrus Steyn:

Defendant's right, title and interest to the improvements to Erf 631, Mamafubedu, Petrus Steyn.

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

Signed at Petrus Steyn on this 9th day of October 1995.

P. J. Theron & Co, Attorney for the Plaintiff, 24 Reitz Street, P.O. Box 180, Petrus Steyn, 9640.

Saak 46/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LINDLEY GEHOU TE PETRUS STEYN

In die saak tussen **Josef Mokoena**, handelsdrywende as Stanza Store, Eiser, en **Anna Mohono**, Verweerder

Ingevolge uitspraak van die Landdros van Petrus Steyn, op 31 Julie 1995 en lasbrief vir eksekusie gedateer 22 Augustus 1995 sal die ondervermelde eiendom op Vrydag, 10 November 1995 om 10:00, voor die Landdroskantoor, Reitzstraat, Petrus Steyn, aan die hoogste bieder geregtelik verkoop word:

Die Verweerder se reg, titel en belang in en tot die eiendom bekend as Erf 631, Mamafubedu, Petrus Steyn.

Die verkoopvoorwaardes is ter insae by die Balju van die Landdroshof, Heilbron, of by ondergetekende.

Geteken te Petrus Steyn op hierdie 9de dag van Oktober 1995.

P. J. Theron & Kie, Prokureur vir Eiser, Reitzstraat 24, Posbus 180, Petrus Steyn, 9640.

Case 852/95

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

In the matter between **Kleinsake Ontwikkelingskorporasie Beperk**, Judgment Creditor, and **Mothetsi Josiel Ramoseli** (trading as Ramoseli Gents & Ladies Tailors), Judgment Debtor

In pursuance of judgment granted on 13 April 1995, in the Bethlehem Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 17 November 1995 at 09:00, at Magistrate's Court, Witsieshoek, to the highest bidder:

Description: Site 6540, Witsieshoek, in extent 465 square metres.

Improvements: Drie slaapkamers, kombuis, eetkamer, sitkamer, toilet en badkamer.

Held by the Defendant in his name under Deed of Grant in respect of Ownership Unit for Residential Purposes 12/81/123, dated 28 July 1981.

The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Messenger of the Court, Witsieshoek.

Dated at Bethlehem this 2nd day of October 1995.

Daniel Engelbrecht Botha, for Breytenbach, Van der Merwe & Botha Inc., Attorneys for Plaintiff, 29A President Boshoff Street, P.O. Box 693, Bethlehem, 9700.

Saak 852/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk**, Vonnisskuldeiser, en **Mothetsi Josiel Ramoseli** (handeldrywende as Ramoseli Gents & Ladies Tailors), Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 13 April 1995, in die Bethlehem Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 17 November 1995 om 09:00, voor die hoofingang van die Landdroshof, Witsieshoek, deur die Balju, Witsieshoek, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Perseel 6540, Witsieshoek, groot 465 vierkante meter, gehou kragtens Grondbrief ten opsigte van Eienaars-eenheid vir Woondoeleindes 12/81/123, gedateer 28 Julie 1981.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit drie slaapkamers, kombuis, eetkamer, sitkamer, toilet en badkamer.

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 Witsieshoek.

Gedateer te Bethlehem op hede die 2de dag van Oktober 1995.

Daniel Engelbrecht Botha, vir Breytenbach, Van der Merwe & Botha Ing., Prokureurs vir Eiser, President Boshoffstraat 29A, Posbus 693, Bethlehem, 9700. (Verw. N. Botha/gdp NZ0444.)

Saak 81/95

IN DIE LANDDROSHOF VIR DIE DISTRIK JAGERSFONTEIN GEHOU TE JAGERSFONTEIN

In die saak tussen **Boland Bank PKS Beperk**, Eksekusieskuldeiser, en **Mziayifane Piet Nomame**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Jagersfontein, en 'n lasbrief vir eksekusie, gedateer 10 Augustus 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Donderdag, 16 November 1995 om 11:00, te die hoofingang van die Landdroskantoor, Jagersfontein:

Sekere: Perseel 1068, geleë in die woongebied Itumeleng, distrik Jagersfontein, groot 315 (driehonderd en vyftien) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag L753/1985.

Voorwaardes van verkoping:

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

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Jagersfontein, nagesien word.

Gedateer te Bloemfontein op hede die 13de dag van Oktober 1995.

F. J. Kapp, vir Wessels & Smith, Prokureur vir Eksekusieskuldeiser, Grondvloer, Lustitiagebou, Aliwalstraat, Bloemfontein.

Saak 11553/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Paul Wynand Landman**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 2 Junie 1995, sal die volgende eiendomme van die verweerder per publieke veiling vir kontant op Vrydag, 17 November 1995, om 10:00, te die Peetlaaningang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

(a) Deel 13, soos getoon en volledig beskryf op Deelplan SS145/94 in die skema, bekend as Cecilia Palms, ten opsigte van die grond en gebou of geboue geleë te Munisipaliteit Bainsvlei, distrik Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 92 vierkante meter groot is, en;

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST21284/94.

Die eiendom bestaan onder andere uit die volgende:

Twee slaapkamers, badkamer, twee toilette, sit/eetkamer, kombuis en motorhuis.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die eiser en wel binne sewe (7) dae na datum van veiling;

(b) die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal en die balans teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien dae na die datum van die verkoping verstrekte word;

(c) die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se Prokureurs, Mnr Symington & De Kok, Tweede, Derde en Vierde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 11de dag van Oktober 1995.

P. A. C. Jacobs, Prokureur vir Eiser, Symington & De Kok, NBS-gebou, Bloemfontein.

Saak 86/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Vrystaatse Provinsiale Afdeling)

In die saak tussen **Hendrik Johannes Kruger**, Eiser, en **Pieter Geldenhuys**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie teen goed gedateer 17 Mei 1995, sal die ondervermelde eiendom op Vrydag, 10 November 1995, om 10:00, te die Peetlaaningang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 7298, Bloemfontein (ook bekend as Flanderstraat 4, Bayswater, Bloemfontein), groot 1 031 vierkante meter, gehou kragtens Transportakte T1844/1984, bestaande uit woonhuis met buitegeboue.

Die koper moet afslaaersgelde, BTW asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van die verkoping 'n bank- of bouverenigingwaarborg, goedgekeur deur Eiser se prokureur, aan die Balju lewer.

Die voorwaardes van verkoping lê ter insae gedurende kantoorure by die kantoor van die Balju vir die Hooggeregshof, Bloemfontein-Oos.

Gedateer te Bloemfontein hierdie 9de dag van Oktober 1995.

G. B. A. Gerdener, vir McIntyre & Van der Post, Prokureurs vir Verweerder, Derde Verdieping, Permgebou, Maitlandstraat 45, Bloemfontein.

Saak 335/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LADYBRAND GEHOU TE LADYBRAND

In die saak tussen **Shell Oil Lesotho (Pty) Ltd**, Eiser, en **Chang Hsin Chen**, Verweerder

Ten uitvoering van 'n vonnis en ingevolge 'n lasbrief vir eksekusie teen goedere uitgereik in hierdie Agbare Hof deur die Eksekusieskuldeiser se prokureurs op 12 Oktober 1995, sal die volgende goedere in eksekusie verkoop word deur die Balju vir die Landdroshof, Ladybrand, op 30 November 1995 om 10:00, te Landdroskantoor, Ladybrand, aan die hoogste bieder vir kontant:

Die Eksekusieskuldenaar se Onderverdeling 6 van Erf 4, geleë in die dorp en distrik Ladybrand, provinsie Vrystaat.

Terme:

1. Slegs kontant of bankgewaarborgde tjeks.
 2. Geen waarborge hoegenaamd word verskaf nie.
 3. Die koper sal verantwoordelik wees vir die verwydering van die goedere vanaf die perseel op sy eie kostes.
- Koornhof Buys, Kerkstraat 14C, Ladybrand, 9745.

Saak 16321/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Gert Johannes Bezuidenhout**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief, gedateer 3 September 1995, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 17 November 1995 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 15680, geleë in die stad en distrik Bloemfontein, groot 1 246 vierkante meter, gehou kragtens Transportakte T1743/1976.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, drie toilette, stort, studeerkamer, TV-kamer, drie motorhuise en bediendekamer.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS Gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 20ste dag van Oktober 1995.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS Gebou, Bloemfontein.

Case 2809/95

**IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)**

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Pieter Ernst Vermaak**, First Defendant, and **Margaretha Vermaak**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 17 November 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12092, Sasolburg Township, District of Parys, measuring 818 m², held by the Defendants under Deed of Transfer T12528/1991, being 15 Kerk Street, Sasolburg.

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, bathroom/toilet, kitchen, garage, servant's room and outside toilet.

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

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

Dated at Johannesburg this 26th day of September 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5111/WRFCLS/Mr Brewer/djl.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

ELI STRÖH VEILINGS

Likwidasie verkoping van grondverskuiwings, toerusting, trokke, motorvoertuie, bouerstoerusting en -masjinerie, werkswinkel-toerusting, kantoormeubels en -toerusting, hoeveelheid staal en baie meer.

Behoorlik daartoe gelas deur die Likwidateur in die saak **SPA Industrial (N. Tvl) (Pty) Ltd** (Meestersverwysingsnommer T2923/95), in likwidasie, sal ons verkoop op Vrydag, 27 Oktober 1995 om 10:00, te die perseel Spa Industrial Werkswinkels, Industriaweg, Louis Trichardt, die volgende:

Drie Caterpillar G120-skrapers, Case 580 K 4WD-slootgrawer, drie Nissan DU 780-tippers, Nissan CW41 met kraan 12 ton-trok, Mitsubishi FM 215 8 ton-trok, sleepwa, twee Toyota Hilux 1800 LAW, VW-passat, Ingersoll-randkompressor, Bomag-roller, twee dieseltrenkwaens, watertrenkwaens, drie Robin-enjin met sentrifugale pomp, twee Kubota-kragopwekkers, Robin-betonsnyer, Briggs en Stratton-betonsnyer, drie Yamaha-enjins, twee kompressors, beton "dumper", betonmenger, Bosch "Jack hammer", "pallitised"-trollies, Briggs en Stratton-kragopwekker, twee Hobart-boogswaismasjiene, twee Lincoln-boogswaismasjiene, twee groot boogswaismasjiene, Transarc-boogswaismasjiene, Frank-stoomwasser, twee slypmasjiene, battery-laaiers, mega-lugkompressor, Ingersoll-randlugkompressor, staalsnymasjiene en tafel, asetileen-sweisstel, drie "garage trolley jacks", staanboor, hoekslypmasjiene, ses werksbanke, sellulêre telefone, 10 tafels, rekenaars, fotostaatmasjiene, drukkers, algemene kantoortoerusting, rakke, liasseerkabinette, staal en baie meer.

Afslaers nota: Items onderhewig aan verandering.

Voorwaardes van veiling: Alleenlik kontant of bankgewaarborgde tjeks. BTW sal bygevoeg word. R500,00 registrasiefooi.

Vir meer inligting kontak die Afslaers, Eli Ströh Eiendomsagente & Afslaers, Groblerstraat 14B, Posbus 1238, Pietersburg. [Tel. (0152) 295-6439/0/1/2.]

RADLEY VEILINGS BK

(Reg. No. CK87/02062/23)

BOEDELVERDELING VEILING VAN MOTEL, WOONHUIS, BESIGHEIDSGEBOU EN LOS BATES: VOLKSRUST

1. *Wanneer:* Woensdag, 15 November 1995 om 11:00.

2. *Waar:* Bellingham Motel, Volksrust (sien ligging).

3. In opdrag van die Kurator in die aangeleentheid **JM Geyser & AA Geyser** (insluitend **Adamant Properties BK**), verkoop ons die volgende:

3.1 *Motel:* Gedeelte 17 van die plaas Smalkloof 122 HS, ook bekend as Die Bellingham Motel, groot 33,3712 hektaar. Op die eiendom is 20 dubbelkamers, 'n ontvangs, restaurant, kombuis, ontspanningskamer, drankwinkel, nagklub met kroeg, twee bestuurderswonings en bediendebehuising (insluitend wyn en moutlissensie).

3.2 *Inhoud van Motel:* Die inhoud van die Motel sal as een lot verkoop word (insluitend alle ameublement, kombuistoerusting, ens.).

3.3 *Woning:* Erf 896, Volksrust, ook bekend as Pretoriusstraat 29, Volksrust, groot 1 983 m². Op die eiendom is 'n woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer (met kroeg), eetkamer, badkamer, dubbelmotorhuis, braai-area en bediendekamer.

3.4 *Kafee:* Gedeelte 1 van Erf 1027, Volksrust, ook bekend as die Mpumalanga Cafe, Parklaan 2, Volksrust, groot 634 m².

3.5 *Inhoud van kafee:* Die inhoud van die kafee sal verkoop word as een lot (insluitend alle yskaste, baaipanne, rakke, ens.).

4. *Ligging:* Die Bellingham Motel is ongeveer 6 km buite Volksrust op die Standerton-pad (R23).

Let wel: Die veiling van al die bogenoemde sal by die Bellingham Motel plaasvind.

5. *Verkoopvoorwaardes:*

Eiendomme: 'n Deposito van 20% van die volle koopprys by die val van die hammer. Balans 30 dae daarna, by wyse van waarborge.

Let wel: Die verkoop van die eiendomme is onderhewig aan 'n bekragtigings periode van sewe dae.

Los bates: Kontant of bankgewaarborgde tjeks.

6. Vir verdere inligting, skakel asseblief Chris of Joon Radley by Tel. (012) 991-2981 (kantoorure), of Tel. (012) 991-2983 (na-ure).

CAHI AUCTIONEERS
(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: THREE-BEDROOMED HOME, ISANDOVALE, EDENVALE

Duly instructed by the Trustee in the insolvent estate **L. M. and J. J. D. Ferreira**, Master's Reference Number T2377/95, we will sell on Thursday, 2 November 1995 at 11:00, on site:

46 Neserton Drive, Isandovale, Edenvale, Stand 8, measuring 991 square metres, comprising three bedrooms, fitted kitchen, dining-room with french doors onto patio, braai area, double lock-up garages and separate laundry.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg, for Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS
(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: FIVE ADJOINING SMALL HOLDINGS, TOTAL 60 HECTARE

Duly instructed by the Trustee in the insolvent estate **J. J. and J. S. Odendaal**, Master's Reference Number T1096/95, we will sell on Friday, 3 November 1995 at 11:00, on site:

Portion 254 of 158, measuring 12,8297 hectares.

Portion 330 of 158, measuring 16,6432 hectares.

Portion 260 of 97, measuring 23,3738 hectares.

Portion 165 of 57, measuring 3,1551 hectares.

Portion 156, measuring 4,9719 hectares.

All of the farm Soutpansdrift.

Improvements: Five-bedroomed home, three-bedroomed home (neglected), two-bedroomed cottage and good water supply, Soutpansdrift, Brits.

Direction: Follow directional boards from Wolvekraal turn-off, off Brits Beestekraal Road.

View by appointment.

Terms: 10% deposit on the fall of the hammer (cash or bank-guaranteed cheques only); 6% commission payable by buyer. Balance within 30 days after confirmation.

For further info contact Greg, for Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS
(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: THREE-BEDROOMED HOME, GRANNY FLAT, SWIMMING-POOL, IMPALA PARK, BOKSBURG

Duly instructed by the Trustee in the insolvent estate **F. A. Hartman**, Master's Reference Number T2076/95, we will sell on Tuesday, 7 November 1995 at 11:00, on site:

5 Junker Street, Impala Park, Boksburg.

Three bedrooms, three bathrooms, main en suite, study, lounge cum dining-room, fitted kitchen, granny flat, swimming-pool and outside toilet.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Jade, for Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

VAN'S AFSLAERS
VEILING VAN EIENDOM

In opdrag van die Likwidateur van **Skadu Beleggings BK** (T2691/95), in likwidasie, verkoop Van's Afslalers ondervermelde eiendomme, onderhewig aan bekragtiging, per openbare veiling, op 31 Oktober 1995 om 10:00, te:

Louis Bothalaan en 10de Straat, Orange Grove, en te Shamrock en Rietfonteinweë, Primrose.

Beskrywing: Erf 2001, 2 070 m², en Erwe 624, 808 en 809/R, groot 3 335 m².

Verbeterings: Besigheidsentrums.

Betaling: 10% deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslalers. [Tel. (012) 335-2974.]

VAN'S AFSLAERS**VEILING VAN EIENDOM**

In opdrag van die Likwidateur van **Skadu Beleggings BK** (T2691/95), in likwidasie, verkoop Van's Afslers ondervermelde eiendomme, onderhewig aan bekragting, per openbare veiling, op 30 Oktober 1995 om 11:00, te:

Broadway-Oos en Shirleystraat, Valhalla.

Beskrywing: Erwe 1244, 1245 en 1246, Valhalla, Pretoria, groot 744, 744 en 890 m², onderskeidelik.

Verbeterings: Besigheidsentrum.

Betaling: 10% deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslers. [Tel. (012) 335-2974.]

PROPERTY MART SALES

Duly instructed by the Liquidator of **Henwic CC** (Master's Ref. T2951/95), we shall sell:

1 Voortrekker Road, being Erf 777, Groblersdal Extension 3, Eastern Transvaal, and 3 807 square metres in extent, zoned Special—Public Garage. This erf is situated on the left hand side of R35 Main Road from Middelburg, and would be the first garage to meet motorists on entering Groblersdal on this route.

The original concept was for a garage, workshop and restaurant complex, but the existing construction requires certain alterations to comply with municipal requirements.

Pleas contact the auctioneers for full details.

This will ultimately prove to be a valuable investment property.

Sale take place on the spot on Friday, 10 November 1995 at 11:00.

Terms: 20% 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: A. W. Hartard, for 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: (011) 462-3731.]

PHIL MINNAAR BK AFSLAERS

(Reg. No. CK93/29245/23)

OPENBARE VEILING VAN VERSKEIE LOS BATES, VOERTUIG, VUURWAPENS, TYDDELE, AANDEEL IN WOONSTEL, DIAMANT, KANTOORMEUBELS EN SKI-BOOT

In opdrag van die Kurators, Eksekuteurs en Likwidateurs verkoop ons die ondergemelde los bates per openbare veiling op Dinsdag, 31 Oktober 1995 om 10:00:

Plek van veiling: Ons perseel, hoek van Skinner- en Du Toitstraat, Sunnyside.

Insolvente boedel **M. M. Baker**, T2066/95, insolvente boedel **M. J. Basson**, T1735/95, insolvente boedel **N. Botha**, T4267/94, boedel wyle **P. K. Bronkhorst**, T11573/95, insolvente boedel **S. B. de Beer**, T4752/94, insolvente boedel **D. J. en C. C. de la Pont**, T3039/94, boedel wyle **Z. A. B. Elliott, Manor Construction (Edms.) Bpk.**, T1328/95, in likwidasie, **Friendship Hotel Services**, T383/95, in likwidasie, boedel wyle **H. S. W. Haines**, 1141/95, mev. **E. J. A. Muller**, insolvente boedel **J. S. Murry**, T3235/95, boedel wyle **G. J. Pansegrouw**, 476/95, boedel wyle **H. W. J. van Heerden**, 9171/94, boedel wyle **D. M. van Vuuren**, 17833/94.

Losgoed: Eetkamerstelle, groot aantal kantoormeubels, hangkaste, lessenare, stoele, yskaste, wasmasjiene, tuimeldroeërs, kluis, muureenhede, beddens, matrasse, kombuisware, spieëlkaste, tafels, oefenfiets, sitkamerstelle, tuinstel, televisies, handgereedskap, portrette, tasse, los klerie en nog vele meer.

Vuurwapens: .7 mm CZ-pistool, .303-geweer, .35 mm-pistool, .38 Webley-rewolwer, .38 Special Luger-rewolwer en .22 Bruno-geweer.

Juwele: 0.56 Karaat Round Brilliant Diamant (kleur: Loupe Clean).

Voertuie: '79 Open Kadett 1.3 GL, '48 Chev-motor, '74 Ford Escort 1.3, '87 Mercedes Benz 230E en Camora-skiboot.

Tyddele:

Oceanic-tyddeeloord: Durban, Noordstrant, aantal weke: Twee, seisoen: Buite, tydperk: Weke 43 en 44, eenheid: 108, bed: Vierbed en heffing: R510,00 p.w.p.j.

Magaliespark: Skeerpoort, Hartebeespoort, aantal weke: Een, seisoen: Buite, tydperk: Flexi, eenheid: 90, bed: Sesbed en heffing: R1 015 per jaar.

Aandeel: Margate—1/10 aandeel in Carpe Diemwoonstel No. 6 BK, direk langs hoofstrand, vier slaapkamers met twee badkamers, kombuis, sitkamer, eetkamer, balkon, ten volle toegerus met luukse meubels en heffing: R100 per maand.

Besigtiging: Dag voor veiling alleenlik—30 Oktober 1995.

Terme: Streng kontant of bankgewaarborgde tjeks alleenlik.

Navrae: Skakel Dirkie by Tel. (012) 322-8330/1.

Reg word voorbehou om goedere by te voeg of weg te laat.

Phil Minnaar BK Afslers (Reg. No. CK93/29245/23), Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.] [Faks. (012) 322-9263.]

VERED AUCTIONEERS**PUBLIC AUCTION**

N. C. van der Merwe, Master of the Supreme Court, Ref. 1957/95, duly instructed we will sell by public auction household furniture and antiques, at 193 Eccleston Crescent, Kleve Hill, Bryanston:

Conditions: The assets will be sold to the highest accepted bidder completely without reserve.

Terms: Cash or bank-certified cheque only, no exceptions.

Date of sale: Saturday, 11 November 1995 at 15:00, at the property, 193 Eccleston Crescent, Kleve Hill, Bryanston.

Viewing: The morning of the auction or by arrangement with the auctioneer.

For further information contact the auctioneers, Vered, at Tel. (011) 646-5432, or Fax. (011) 486-1618.

Date: 17 October 1995.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BELFAST op 17 November 1995 om 10:00 voor die Landdroskantoor te BELFAST die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 8 van die plaas KLIPBANKSPRUIT 76,

Registrasie Afdeling J.T., Transvaal

GROOT: 42,8266 hektaar

(2) Resterende gedeelte van gedeelte 6 van die plaas KLIPBANKSPRUIT 76,

Registrasie Afdeling J.T., Transvaal

GROOT: 404,0504 hektaar

Blykens Aktes van Transport T9431/1985, T9432/1985 en T9433/1985 elk ten opsigte van een derde aandeel in die naam van STEPHANUS JOHANNES GROBLER

Ligging van hierdie eiendomme:—

32 km noordnoordwes van Dullstroom

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

2 Woonhuise, 2 store, buitekamers, afdak en 2 kampongs. Veekerend omhein en verdeel in kampe. Boorgat, fontein, 2 gronddamme en 'n watervoor. Houtenbekrivier.

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 rentensiereg 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 koopprijs

(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 koopprijs;

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.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

VERWYSIGINGSNOMMER: ADAA 02244 01G/02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 19 Oktober 1995.

LIBRA AFSLAERS BK**INSOLVENTE BOEDELVEILING: KEMPTON PARK**

In opdrag van die Kurator in die insolvente boedel **K. A. en J. Constable**, Meestersverw. T2038/95, verkoop ons onderheilig aan bekragtiging die ondergenoemde eiendom per openbare veiling op die perseel, op Vrydag, 3 November 1995 om 12:00:

Eiendom en beskrywing: Erf 2263, Birch Acres-uitbreiding 5, beter bekend as Klop Kloppiestraat 12, Birch Acres-uitbreiding 5, Kempton Park.

Siersteenwoning met wes aansig, wat bestaan uit ingangsportaal, gang met ingeboude kaste, sitkamer met jetmaster-kaggel, eetkamer, drie slaapkamers met ingeboude kaste, twee badkamers, kombuis met Melamine ingeboude kaste, Defy ho, motorhuis met afdakke en buitetoilet. Swembad. Betonmure omhein die 1 260 vierkante meter erf, ens.

Verkorte verkoopvoorwaardes: 20% deposito van die koopprys in kontant of bankgewaardeerde tjek met die toeslaan van die bod. Balans van koopprys moet by wyse van waarborge binne 30 dae na datum van bekragtiging gelewer word.

Verdere navrae: Giel Bezuidenhout, vir Libra Afslaers BK, Roodepoort. [Tel. (011) 763-6267.]

PHIL MINNAAR AFSLAERS**BOEDEL WYLE: J. A. GERBER**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 30 Oktober 1995 om 11:00, Hoewe 10, Nestpark-landbouhoewes, Bapsfontein:

Voorwaardes: 20% van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg. [Tel. (011) 475-5133.]

VEILING**INSOLVENTE BOEDEL**

In opdrag van die Kurator in die insolvente boedel **Marina Greyling**, Meestersverwysing T627/95, sal ons op 3 November 1995 om 11:00, te Greenacresgebou 3, Joubertstraat 10A, Middelburg, Mpumalanga, sonder enige reserve verkoop:

- (a) 1992 Nissan Sentra 160SX-outomaties;
 - (b) 1994 Toyota Conquest 1800 (hierdie voertuig is feitlik nog splinter nuut);
 - (c) twee 8 mm 9 karaat goue armbande;
 - (d) 16 mm 9 karaat goue armband met een groot en vyf klein diamante;
 - (e) Mabe-hangertjie;
 - (f) Mabe-armband;
 - (g) vuurwapens: .243 Win Tikka-geweer, .22 Anschutz; .22 FN; .22 Llama-pistool; Ruger 44 Magnum-rewolwer.
- Gedateer op die 17de dag van Oktober 1995.

J. J. Rousseau, vir Rousseau, Coetzee & Brauckmann, Posbus 1845, Greenacresgebou 3, Joubertstraat 10A, Middelburg, 1050. (Verw. mnr. Rousseau/mb/GR1/95.)

JAAP VAN DEVENTER AFSLAERS**PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **J. A. du Preez** (Meestersverwysing T727/95), sal die ondervermelde eiendom aangebied word op 8 November 1995 om 11:00, te die betrokke eiendom:

Eiendomme: Gedeelte 9, 10, 11 en 12 (gedeeltes van Gedeelte 1 van die plaas Witklip 232).

Groot:

Gedeelte 9—8,2313 hektaar.

Gedeelte 10—1,2827 hektaar.

Gedeelte 11—4,3098 hektaar.

Gedeelte 12—6,2284 hektaar.

Die eiendomme is geleë in die Oostelike Munisipalegebied van Delmas, en is as landelik gesoneer.

Verbeterings: Netjiese eiendom geleë in Delmas, skuins oorkant die polisiestasie. Eiendom bestaan uit mooi verbeterings bestaande uit vier slaapkamers, sitkamer, eetkamer, TV-kamer, kombuis, dubbel geriewe, motorhuis, toegeruste boorgat en die woonstel bestaan uit slaapkamer, leefkamer en badkamer.

Afslaersnota: Die eiendomme is goed geleë in Delmas. Dit is selde dat sulke mooi eiendom in die mark geplaas word.

Ligging: Geleë in die noordelike kant van polisiestasie, volg aanwysings die dag van die veiling.

Voorwaardes van koop: 15% deposito op datum van veiling. Bank- of bougenootskapwaarborg binne 30 dae na aanvaarding van die aanbod.

Vir meer besonderhede kontak Hercules Campher, Tel. (0132) 2-5203 (kantoorure), of 2-1170 (na-ure).

NEW AUCOR**INSOLVENT ESTATE AUCTION: SUPERB FOUR-BEDROOMED FAMILY HOUSE WITH A COMELY SWIMMING-POOL, BRONKHORSTSPRUIT**

In the matter of insolvent estate **J. M. van Rooyen**, Master's Reference No. T4717/94, to be sold on the spot on Tuesday, 7 November 1995 at 10:30:

Duly instructed by the Trustee, we will hereby sell this property being Erf 736, Bronkhorstspuit, better known as 107 Louis Botha Street, Bronkhorstspuit Extension 2:

Description: This attractive family home comprises of four bedrooms, the main bedroom with a bathroom en suite. All the bedrooms have built-in cupboards and wall-to-wall carpets. There is a guest bathroom, lounge, dining-room and family room in the front and a large kitchen and laundry at the back. Outbuildings include a double lock-up garage, carport and servants' quarters with a separate toilet. There is a comely swimming-pool in the lush garden. The garden has been equipped with an irrigation system which runs off a borehole.

Directions: In Church Street due west turn left into Zebra Road at the T-junction with General Louis Botha (watch for posters).

View: By appointment.

Terms: A 10% deposit and 6% auctioneer's commission plus VAT thereon (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a 14 days confirmation period.

The above is subject to change without prior notice.

For further details please contact Aucor Tvl. [Tel. (012) 342-2041/342-3502/5/11.] [Fax. (012) 342-2042.]

KENNISGEWING VAN INSOLVENTE BOEDELVEILING

In opdrag van die Kurator A V Hamman-Trust in die insolvente boedel van **D. J. Jordaan**, T2777/95, bied ek ondergenoemde items aan per openbare veiling:

Items: Vier-stuk sitkamerstel, drie-stuk sitkamerstel, muurkas, Tobishi-kleur TV, video masjien, ses-stuk eetkamerstel, buffet, Kic-mikrogolfoond, Kic-yskas, Hoover-tuimeldroër, Defy-wasmasjien, Kelvinator-vrieskas, DD-hoekkasie (klein), twee hoektafels (klein) en vier-deur hoekkas, op Maandag, 20 November 1995 om 10:00, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Terme: Kontant.

Vir alle verdere besonderhede en voorwaardes van verkoping tree in verbinding met die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord. [Tel. (012) 562-0570/1/2/3.]

N. Vlok, Balju, Wonderboom.

VILLAGE AUCTIONS

INSOLVENT ESTATE: M. M. J. MEINDL

(Master's Reference Number T4743/94)

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Flat 43, Sunnyridge, Yettah Street, Hillbrow, Johannesburg District, Gauteng, on Tuesday, 31 October 1995 commencing at 10:30:

A two-bedroomed apartment.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax. (011) 789-4369.]

VILLAGE AUCTIONS

INSOLVENT ESTATE: K. U. H. OBERHOLTZER

(Master's Reference Number T2717/95)

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at Unit 56, Graceland, Fifth Road, Northwold Extension 12, Randburg, District of Gauteng, on Thursday, 2 November 1995 commencing at 10:30:

A two-bedroomed town-house.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax. (011) 789-4369.]

VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: C. W. AND I. M. R. DAWS

(Master's Reference Number T1114/95)

Duly instructed by this Estate's Trustee, we will offer by way of public auction, on site at 63 Venus Street, Atlasville, Boksburg, District of Gauteng, on Monday, 30 October 1995 commencing at 10:30:

A four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax. (011) 789-4369.]

VILLAGE AUCTIONS

INSOLVENT ESTATE: J. J. ZIADE
(Master's Reference Number T2820/95)

Duly instructed by the Estate's Trustee, we will offer by way of public auction, on site at 187 Boswell Road, Mondeor, Johannesburg, District of Gauteng, on Monday, 30 October 1995 commencing at 10:30:

A four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax. (011) 789-4369.]

AUCOR (PTY) LTD**PUBLIC AUCTION**

Time Housing (Pty) Ltd, Master's Ref. No. T1797/93, entire Township of Brakpan North Extension 4, comprising 280 Stands, at The Gallery, 14 Appel Road, Wendywood, Sandton, on Friday, 3 November 1995 at 10:30:

Instructed thereto by the Joint Liquidators Time Housing (Pty) Ltd, in liquidation, we will offer for sale by public auction, the property formally described as Portion 5 (a portion of Portion 46), of the farm Modderfontein 76, Registration Division IR, Transvaal. The property measures 48,9291 hectares. Located on the corner of Hospital and Locations Roads, approximately 4 kms from the centre of Brakpan, adjoining Brakpan North Extension 3, Surveyor General plans are available from the auctioneers.

Directions: Travel east on Voortrekker Road through Brakpan, right into Hospital Road. The site is located on either side of Location Road.

For further details please contact the auctioneers.

View: By appointment with auctioneers.

Terms: 20% deposit on the fall of the hammer. The balance to be paid with guarantees acceptable to the Trustee within 30 days of confirmation.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

Nerina Vandenberg, P.O. Box 76216, Wendywood, 2144.

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

PROPERTY AUCTIONS**INSOLVENT ESTATE SALE OF NEAT AND TIDY TWO-BEDROOMED HOME, THE ORCHARDS, AKASIA**

Duly instructed thereto by the Trustee in the insolvent estate of **F. J. P. Bosman** (Master's Reference No. T2948/95), we will sell, subject to confirmation, on Thursday, 2 November 1995 at 10:00, on the spot, i.e. 43 Kruger Avenue, The Orchards, the undermentioned property:

Erf 709, The Orchards Extension 11, measuring 832 square metres, being 43 Kruger Avenue, on which is erected:

A neat and tidy brick under tiled roof home of two bedrooms with built-in cupboards, bathroom with shower, separate toilet, lounge/dining-room, kitchen with Defy stove and breakfast bar, separate scullery, wall-to-wall carpets in all living rooms, single garage and maid's toilet.

Auctioneer's note: This sale affords the first time home owner the ideal opportunity of acquiring a property in this popular suburb at a reasonable price.

Viewing: Wednesdays from 17:30-19:00 and Saturdays 14:00-17:00.

Financing: A substantial building society bond is available to an approved purchaser.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. (Tel. 335-2931/2.)

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

AUCTION SALES**LIQUIDATION AND INSOLVENT ESTATES SALE OF CONTENTS OF SUPERMARKET, DRILL PRESS, GRINDERS, OFFICE FURNITURE, ETC.**

Duly instructed thereto as set out hereunder, we will sell, entirely without reserve, at our Auction Rooms, 181 Louis Trichardt Street, Mayville, Pretoria, on Friday, 3 November 1995 at 10:00, the undermentioned:

1. **Goods Cuts CC** (T2584/95), in liquidation, trading as **Meat and Bake**: Contents of supermarket, including cold drinks, sweets, cigarettes, biscuits, spices, canned foods, mealie meal, disinfectants, etc.

2. **Triple S Exploration CC** (T3335/93), in liquidation, insolvent estate **Jakobus Johannes Begemann** (T1123/95), and others: Compressor, workbench, welding machines, drill press, draughtman's board, grinders, Nashua fax, tables, desks, office partitioning, filing unit, typewriters, etc.

Terms: Strictly bank-guaranteed cheques or cash.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. (Tel. 335-2931/2.)

ORANGE FREE STATE ORANJE-VRYSTAAT

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Bloemfontein-Oos op 17 November 1995 om 10:00 voor die Landdroeskantoor te Peetlaan, Bloemfontein die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas BOSPLAAT 2207, distrik Bloemfontein, Provinsie Vrystaat
GROOT: 513,9192 hektaar

(Blykens Akte van Transport T8092/1973)

(2) Restant van die plaas RUSTFONTEIN 120, distrik Bloemfontein, Provinsie Vrystaat
GROOT: 610,7836 hektaar

(Blykens Akte van Transport T2583/1954)

in die naam van JOHANNES ALWYN VAN DER LINDE

Ligging van hierdie eiendomme:

48 km oos van Bloemfontein

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1) Arbeidershuis. Veekerend omhein en verdeel in kampe. 4 Boorgate en 4 sementdamme.

Eiendom (2) Skoolgebou. Veekerend omhein en verdeel in kampe. 5 Boorgate, sementdam en grondam.

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.

VERWYSIGINGSNOMMER: BBAB 00063 19G/20G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 19 Oktober 1995.



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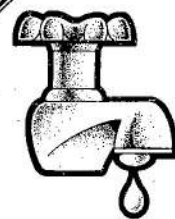


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