

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 365

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No. 16795

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

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

LIST OF FIXED TARIFF RATES

AND

CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

Rate per
insertion

Standardised notices

R

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

Non-standardised notices

COMPANY NOTICES:

Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	62,90
Declaration of dividend with profit statements, including notes	144,80
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	218,80

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	49,40
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LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

All provinces appear on the first Friday of each calendar month	46,70
(Closing date for acceptance is two weeks prior to date of publication.)	

ORDERS OF THE COURT:

Provisional and final liquidations or sequestrations	82,20
Reductions or changes in capital, mergers, offer of compromise	218,80
Judicial managements, <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 veilinge, 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 kansellاسies 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 INKOMSTESKEMMELS.

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 ongekanseleerde inkomsteseëls betaal is nie.

13. *By kansellering van 'n kennisgewing sal terugbetaling van gelde slegs geskied indien die Staatsdrukkery geen koste met betrekking tot die plasing van die kennisgewing aangegaan het nie.*

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

15. Eksemplare van die *Staatskoerant* wat nodig mag wees ter bewys van publikasie van 'n kennisgewing kan teen die heersende verkoopprijs van die Staatsdrukker bestel word. Geen aanspreeklikheid word aanvaar vir die versuim om sodanige *Staatskoerant(e)* te pos of vir vertraging in die versending daarvan nie.

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES
GOVERNMENT NOTICES 1995

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

- ▶ **20 December**, Wednesday, for the issue of Friday **29 December**
- ▶ **28 December**, Thursday, for the issue of Friday **5 January 1996**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a **SEPARATE Government Gazette** must be handed in not later than three calendar weeks before date of publication

BELANGRIKE AANKONDIGING

*Sluitingstye **VOOR VAKANSIEDAE** vir*

WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS 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 5823/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **United Bank**, Eiser, en **H. Shaikh**, Eerste Verweerder, **M. G. M. Shaikh**, Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg en eksekusie teen goed gedateer 1 November 1994, sal die ondervermelde eiendom op Vrydag, 17 November 1995 om 12:00, te Blackmorestraat 66, Middelburg, aan die hoogste bieder geregteelik verkoop word, naamlik:

Gedeelte 30 van Erf 1103, dorpsgebied Middelburg, Registrasieafdeling JS, Transvaal, groot 600 (seshonderd) vierkante meter, gehou kragtens Akte van Transport T78800/91.

Verkoopvoorwaardes:

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

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

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

Case 9300/94

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 **Msweswe Jacob Mahlangu**, First Defendant, and **Lesia Sibingile Mahlangu**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 24 May 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 30 November 1995 at 10:00, at the property namely:

Certain Erf 214, Crystal Park Township, situated at 12 Plettenberg Street, in the Township of Crystal Park, District of Benoni, measuring 908 (nine hundred and eight) 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, family room, three bedrooms, two bathrooms, separate w.c., two garages and separate w.c.

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

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

Dated at Benoni on this 18th day of September 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whitson/U00385.)

Saak 744/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Die Noordelike Vaal Metropolitaanse Substruktuur**, Eiser, en **J. O'Brien**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 17 Julie 1995, 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 11, Erf 165, Meyerton Farms, Korhaanstraat 27, Registrasieafdeling IR, provinsie Gauteng, groot 1 084 (een nul 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 ookal die grootste is en die balans van die koopprys binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.

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

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

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

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

Saak 742/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Die Noordelike Vaal Metropolitaanse Substruktuur**, Eiser, en **J. O'Brien**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 17 Julie 1995 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 9, Erf 165, Meyerton Farm, Korhaanstraat 31, Registrasieafdeling IR, provinsie Gauteng, groot 1 003 (een nul nul drie) vierkante meter.

Voorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprys of R500 watter bedrag 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 bouverenigingwaarborg.

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

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

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

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

Case 9304/94

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 **David Coates**, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 27 December 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 28 November 1995 at 10:00, at the property namely:

Certain Erf 551, Benoni Township, situated at 149 Kemston Avenue, Western Extension, District of Benoni, measuring 595 (five hundred and ninety-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, comprising a entrance hall, dining-room, lounge, three bedrooms, bathroom with separate w.c., separate w.c., kitchen, garages, servant's room and 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 14th day of September 1995.

Hammond Pole & Dixon Inc., Attorneys for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whiston/U00383.)

Case 03936/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **United Bank**, Plaintiff, and **Christoffel Johannes Els**, 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, 22 November 1995 at 09:00, at the premises situated at 14 Muir Avenue, Brakpan, without reserve to the highest bidder:

Certain Erf 2189, Brakpan Township, Registration Division IR, Transvaal, also known as 14 Muir Avenue, Brakpan, measuring 991 square metres, held by Deed of Transfer T25052/1990.

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

Dwelling-house: Brick building with iron roof, with kitchen, lounge, dining-room, living-room, two bedrooms, bathroom, stoep, two housekeepers' rooms with outside toilet, garage with single carport and enclosed 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 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/B07195.)

Case 03931/95

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

In the matter between **Allied Bank**, Plaintiff, and **Hendrik Jacobus Johannes Petrus Cornelius Swanepoel**, First Defendant, and **Jacqueline Veronica Swanepoel**, 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, 22 November 1995 at 10:00, at the premises situated at 163 Kitzinger Street, Brakpan, without reserve to the highest bidder:

Certain Erf 2893, Brakpan Township, Registration Division IR, Transvaal, also known as 163 Kitzinger Street, Brakpan, measuring 991 square metres, held by Deed of Transfer T11299/1994.

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

Dwelling-house: Brick building with iron roof, with kitchen, lounge, dining-room, three bedrooms, two bathrooms, house-keeper's room with outside toilet, garage with single carport and enclosed with precast walling.

Conditions of sale:

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

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

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

Dated at Springs on this 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/B06495.)

Case 06182/95

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

In the matter between **United Bank**, Plaintiff, and **Patrick Jacobs**, First Defendant, and **Hester Jacobs**, 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, 22 November 1995 at 11:00, at the premises situated at 12 Wildevy Street, Dalpark Extension 6, Brakpan, without reserve to the highest bidder:

Certain Erf 1747, Dalpark Extension 6 Township, Registration Division IR, Transvaal, also known as 12 Wildevy Street, Dalpark Extension 6, Brakpan, measuring 1 733 square metres, held by Deed of Transfer T15230/1994.

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

Dwelling-house: Brick building with tiled roof, with kitchen, lounge, dining-room, three bedrooms, two bathrooms, outside toilet, single garage and paved driveway.

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/B10195.)

Saak 12653/94

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **George Alexander Paeschel**, Eerste Verweerder, en **A. N. Schilbach**, Tweede Verweerder

'n Verkoping in eksekusie word gehou deur die Balju, Carolina, op 24 November 1995 om 11:00 by die Landdroskantore, Carolina, van die volgende vaste eiendom:

Erf 42, geleë in die dorp Carolina, Registrasieafdeling IT, Oos-Transvaal, groot 2 855 vierkante meter, gehou kragtens Akte van Transport T39549/1981 (beter bekend as Steynstraat 78, Carolina).

Verbeterings: 'n Woonhuis met sinkdak bestaande uit drie slaapkamers, kombuis, eet/sitkamer, twee volledige badkamers, stryk/waskamer, motorhuis en buitekamer met toilet. Omhein met baksteenmuur.

Besonderhede word nie gewaarborg nie.

Besigtig verkoopvoorwaardes by Balju, Jan van Riebeeckstraat 15, Ermelo.

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

Case 19110/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Nyandeni Muzomuhle Patrick**, First Defendant, and
Qwabe Nompumelelo Bridget, Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 10 October 1995 will be sold in execution on Friday, 24 November 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria, to the highest bidder:

Erf 1592, Lawley Extension 1 Township, Registration Division IQ, Transvaal, in extent 418 (four hundred and eighteen) square metres, situated at 1592 Pompano Street, Lawley Extension 1, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached. *Walls*: Brick and plaster. *Roof*: Tile. *Floor*: Grano. *Rooms*: Lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings*: Nil. *Boundary*: Fenced. *Improvements*: None.

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

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Docex: DX.571.)
(Tel. 336-3913/4 or 336-3921/2/3.) (Ref. Mr Steyn/1493.)

Case 5591/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Chaps David Mahlangu**, First Defendant, and **Girly Agnes Mahlangu**,
Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 11 August 1995 and a warrant of execution, the undermentioned property will be sold in execution on 17 November 1995 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 68, Geduld Township, Registration Division IR, Transvaal, in extent 248 (two hundred and forty-eight) square metres, held by Deed of Transfer T6412/95, known as 1A Eighth Avenue, Geduld, Springs.

Improvements: Brick dwelling under iron roof, consisting of two bedrooms, lounge, dining-room, kitchen and bathroom.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within fourteen (14) days of the date of the sale.

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

Dated at Springs this 13th day of October 1995.

Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. [Tel. (011) 812-2400.]

Case 6424/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Joseph Zulu**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 28 August 1995 and a warrant of execution, the undermentioned property will be sold in execution on 17 November 1995 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain unit consisting of—

(a) Section 34, as shown and more fully described on Sectional Plan SS23/1989, in the scheme known as Wandel Court in respect of the land and building or buildings situated at Springs Township, Local Authority of Springs, of which the floor area, according to the said sectional plan, is 70 (seventy) square metres in extent; and

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

Held under Deed of Transfer ST52801/1994, known as Flat 51, Wandel Court, Second Street, Springs.

Consisting of bedroom, a bathroom and a kitchen.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within fourteen (14) days of the date of the sale.

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

Dated at Springs this 12th day of October 1995.

Ian M. Stoloff, for Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. [Tel. (011) 812-2400.]

Saak 8868/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Marge's Travel CC**, Eksekusieskuldeiser, en **mnr. Bafana Simon Magafula**, Eksekusieskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 24 November 1992 en daaropvolgende lasbrief vir eksekusie die hiernagenoemde eiendom op Vrydag, 1 Desember 1995 om 15:00, geregteik verkoop sal word, te die Balju vir die Landdroshof, Vierde Straat 66, Springs, naamlik:

Erf 67, Wright Park-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 121 (een een twee een) vierkante meter, gehou kragtens Akte van Transport T22504/1992.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Vierde Straat 66, Springs, ter insae lê en behels onder andere die volgende:

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

Gedateer te Springs op hede hierdie 9de dag van Oktober 1995.

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

Saak 1965/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **mnr. Sathia Stanley Pather**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 6 Maart 1992, sal die ondergemelde onroerende eiendom, geregistreer in die naam van Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 23 November 1995 om 10:00:

Erf 2294, geleë in die dorpsgebied van Laudium-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 420 vierkante meter, gehou kragtens Akte van Transport T19742/85 (die eiendom is ook beter bekend as Bengalstraat 375, Laudium).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Olivettigebou 603A, hoek van Schubart- en Pretoriusstraat, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak, bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer en kombuis. Buitegeboue synde enkelmotorhuis, motorafdak, bediendekamer en toilet.

Sonering: Residensieel.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by Olivettigebou 202, hoek van Schubart- en Pretoriusstraat, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

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

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. mnr. V. d. Burg/avdp/F.5102/B1.)

Saak 11062/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Alexis Molaoli Majoro**, Eerste Verweerder, en **Maureen Rediemetse Majoro**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir geregtelike verkoping met datum 8 September 1995 sal die ondergemelde eiendom op 17 November 1995 om 10:00, by die kantoor van die Balju, Kerkstraat, Kamer 413, Sanlamgebou, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 590, geleë in die dorp Stilfontein-uitbreiding 1, Registrasieafdeling IP, Transvaal, groot 818 (agthonderd-en-agtien) vierkante meter, gehou kragtens Akte van Transport T68128/94.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Landdroshofwet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, ABSA Bank Beperk (Allied Bank).

2. Die koopprijs sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bankwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer, kombuis, spens, opwas en waskamer. Dubbelmotorhuis, buitekamer en waskamer.

4. *Voorwaardes:* Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die bode van die Hof, te Klerksdorp, nagesien word.

Geteken te Klerksdorp hierdie 13de dag van Oktober 1995.

D. J. Joubert, vir Meyer Van Sittert & Kropman, Prokureurs vir Eiser, S.A. Permanente Gebou, Boomstraat, Klerksdorp, 2570.

Saak 479/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Munisipaliteit**, Eksekusieskuldeiser, en **mev. T. M. Theron**, Eerste Eksekusieskuldenaar, **Catharina Johanna Fredrika Holloway**, Tweede Eksekusieskuldenaar, **Adriaan Jacobus Meyer**, Derde Eksekusieskuldenaar, **Elsie Dorothea Meyer**, Vierde Eksekusieskuldenaar, **Gerrie Johannes Meyer**, Vyfde Eksekusieskuldenaar, **Tiennie Magdalena Meyer**, Sesde Eksekusieskuldenaar, **Barend Jacobus Gert Wessel du Plessis**, Sewende Eksekusieskuldenaar, **Catharina Johanna Fredrika Poley**, Agtste Eksekusieskuldenaar, **Francois Petrus Poley**, Negende Eksekusieskuldenaar, **Pieter Johannes Leonard Roets**, 10de Eksekusieskuldenaar, **Dawid Johannes van Staden**, 11de Eksekusieskuldenaar, en **Vincent William Arthur Wiblim**, 12de Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 29 Augustus 1995 word die hierna-vermelde eiendom op Vrydag, 24 November 1995 om 11:00 voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregteelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Restant van Erf 393, geleë in die dorp Carolina, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeëuisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportaktes T8925/1961, T16248/1936, T16251/1936, T16252/1936, T2367/1967, T16250/1936, T25587/1980 en T26298/1973, bekend as Van Riebeeckstraat 86, Carolina. Die eiendom is onverbeter.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is tien persent (10%) van die koopprijs aan die Balju betaal en vir die balans van die koopprijs moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 11de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. D. R. Botha/ew/CR605/C06582.)

Saak 12/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Munisipaliteit**, Eksekusieskuldeiser, en **C. A. van Staden (Jnr.)**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 6 September 1995 word die hierna-vermelde eiendom op Vrydag, 24 November 1995 om 11:00 voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregteelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Onverbeterde Erf 179, geleë in die dorp Carolina, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeëuisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte T43264/1984, bekend as Langestraat 11, Carolina.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegestaan is tien persent (10%) van die koopprijs aan die Balju betaal en vir die balans van die koopprijs moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 11de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. D. R. Botha/ew/CR367/C03994.)

Saak 9569/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Die Trustee vir huidige Van Ghrilanda Trust**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 3 Augustus 1995 sal die ondervermelde eiendom op Vrydag, 17 November 1995 om 10:00 te Balju vir die Landdroshof, Klerksdorp, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 275, Doringkruin, Klerksdorp, groot 1 002 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots 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 Landdroshof van 1944, soos gewysig, onderhewig 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 ten 17,75% (sewentien komma sewe 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 bougenootskapswaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, studeerkamer, gesinskamer en swembad.

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 17de dag van Oktober 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Boomstraat, Posbus 22, Klerksdorp, 2570. (Verw. A. H. Snyman/CVH/T5.95.)

Saak 4715/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Allied Bank**, Eiser, en **Makhamisa William Dlamini**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg en eksekusie teen goed gedateer 11 Mei 1995 sal die ondervermelde eiendom op Vrydag, 17 November 1995 om 10:00 te Landdroskantore, Middelburg, aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 3195, Mhluzi-dorpsgebied-uitbreiding 1, Registrasieafdeling JS, Transvaal, groot 260 (tweehonderd-en-sestig vierkante meter), gehou kragtens Transportakte TL77540/89.

Verkoopvoorwaardes:

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

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

F. J. Botha, vir Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050. (Verw. Botha/lh/14794.)

Saak 4595/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Kelvin James Murphy**, Eerste Verweerder, en **Anna Catharina Murphy**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 4 September 1995 sal die Verweerder se 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 Landdroshof, Vanderbijlpark, te wete:

Erf 558, Vanderbijlpark Central West 6-dorpsgebied, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 1 113 (een-duisend eenhonderd-en-dertien) vierkante meter.

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

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalinge van artikel 46 van die Hooggeregshofwet en die regte van verbandhouders en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapswaarborg 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. 5% (vyf persent) kommissie sal betaalbaar wees aan die Balju, Hooggeregshof, op die eerste R20 000 en 3% (drie persent) kommissie op die balans koopprys plus BTW.

(b) Die balans is betaalbaar in kontant binne 14 dae vanaf die datum van verkoping of deur middel van 'n erekende bank- of bougenootskapswaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Hooggeregshof, te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport 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 17de dag van Oktober 1995.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A2899/J. M. Pieterse/mev. Harmse.)

Saak 3355/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Bepark**, Eiser, en **José Gabriel Cachucho de Sousa**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 4 September 1995 sal die Verweerder se 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 Landdroshof, Vanderbijlpark, te wete:

Erf 128, Vanderbijlpark Central West 2-dorpsgebied, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 812 (agthonderd-en-twaalf) vierkante meter.

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

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 46 van die Hooggeregshofwet en die regte van verbandhouders en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapswaarborg 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. 5% (vyf persent) kommissie sal betaalbaar wees aan die Balju, Hooggeregshof, op die eerste R20 000 en 3% (drie persent) kommissie op die balans koopprys plus BTW.

(b) Die balans is betaalbaar in kontant binne 14 dae vanaf die datum van verkoping of deur middel van 'n erekende bank- of bougenootskapswaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Hooggeregshof, te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport 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 17de dag van Oktober 1995.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A2842/J. M. Pieterse/mev. Harmse.)

Saak 443/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Munisipaliteit**, Eksekusieskuldeiser, en **G. C. Olivier**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 17 Februarie 1995 word die hierna vermelde eiendom op Vrydag, 24 November 1995 om 11:00 voor die Landdroshof, Voortrekkerstraat, Carolina, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Skuldenaar se onverdeelde halwe aandeel in en tot Erf 415, Carolina, Registrasieafdeling IT, Transvaal, groot 1 683 (eenduisend seshonderd vier-en-tagtig) vierkante meter, gehou kragtens Transportakte T52856/93, bekend as Hugostraat 36, Carolina, met verbeterings (woonhuis).

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is tien persent (10%) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 11de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. D. R. Botha/ew/CR820/C06145.)

Case 49081/95

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Lambertus van Gijn Botha**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg dated 8 June 1995, and a writ of execution dated 31 July 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on Friday, 24 November 1995 at 10:00, in front of the Johannesburg Magistrate's Court, Fox Street Entrance, by the Sheriff of the Court, Johannesburg East:

Portion 1 of Erf 187, Bramley Township, Registration Division IR, Gauteng, measuring 1 487 square metres, held by the Defendant under Deed of Transfer T98396/1993, being 20 Junction Road, Bramley, and consisting of a lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower, two w.c.'s swimming-pool, double garage and two servants' quarters. Improvements described are not guaranteed.

Terms: 10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff of Court's commission payable by purchaser on date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg.

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank. (Tel. 883-2740.)

Saak 226/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Munisipaliteit**, Eksekusieskuldeiser, en **Mabel Maria Papenfus**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 17 Augustus 1995 word die hiernavermelde eiendom op Vrydag, 24 November 1995 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregteelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Onverbeterde Erf 224, Carolina, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeëuisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte T38102/84, bekend as Coetseeëstraat 2, Carolina.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is tien persent (10%) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 11de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. D. R. Botha/ew/CR366/C04328.)

Saak 550/90

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Die Stadsraad van Carolina**, Eksekusieskuldeiser, en **A. J. Fourie**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 2 November 1994 word die hiernavermelde eiendom op Vrydag, 24 November 1995 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina geregteelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Erf 217, geleë in die dorp Carolina, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeëuisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte T6594/83, bekend as Coetseeëstraat 16, Carolina. Die eiendom is onverbeter.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is tien persent (10%) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 11de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. Dr. Botha/ew/CR598/C07583.)

Saak 177/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Munisipaliteit**, Eksekusieskuldeiser, en **Guardian Security BK**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 19 Mei 1995, word die hiernavermelde eierdom op Vrydag, 24 November 1995 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina geregteelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Erf 493, Carolina met woonhuis, Registrasieafdeling IT, Transvaal, groot 1 983 (eenduisend negehoonderd drie-en-tagtig) vierkante meter, gehou kragtens Transportakte T10621/1993, bekend as Kortstraat 3, Carolina.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is tien persent (10%) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 11de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. Dr. Botha/ew/CR806/CO6392.)

Saak 680/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Munisipaliteit**, Eksekusieskuldeiser, en **Arthur Allan Brown**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 24 Julie 1995, word die hiernavermelde eiendom op Vrydag, 24 November 1995 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregteelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Onverbeterde Erf 249, Carolina, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeduisend agthoonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte T40811/1973 en T4915/1988, bekend as Coetzeestraat 31, Carolina.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is tien persent (10%) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 3de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1186. (Verw. Dr. Botha/ew/CR595/CO7582.)

Saak 837/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Munisipaliteit**, Eksekusieskuldeiser, en **Cordanet BK**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 19 Januarie 1995, word die hiernavermelde eiendom op Vrydag, 24 November 1995 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregteelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Onverbeterde Erf 206, Gedeelte 1, Carolina, Registrasieafdeling IT, Transvaal, groot 1 428 (eenduisend vierhoonderd agt-en-twintig) vierkante meter, gehou kragtens Transportakte T44709/86, geleë te Langestraat 37, Carolina.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 3de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. Dr. Botha/ew/CR590/CO7779.)

Saak 35/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Munisipaliteit**, Eksekusieskuldeiser, en **Hendrik David Combrinck**, Tweede Eksekusieskuldenaar, **Hermanus Nicolaas Ras**, Derde Eksekusieskuldenaar, en **Jacoba Hermina Susara Cornelia Ras**, Vierde Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 12 Mei 1995, word die hiernavermelde eiendom op Vrydag, 24 November 1995 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregteik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Onverdeelde kwart aandeel van elk van tweede, derde en vierde skuldenaar in en tot onverbeterde Erf 346, Gedeelte 1, Carolina, Registrasieafdeling IT, Transvaal, groot 2 005 (tweeuisend en vyf) vierkante meter, gehou kragtens Transportakte T18370/1984 en T21972/1985, bekend as Van Riebeeckstraat 42, Carolina.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 3de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. Dr. Botha/ew/CR1131/CO8065.)

Saak 699/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Munisipaliteit**, Eksekusieskuldeiser, en **A. W. Viljoen**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 2 Augustus 1995, word die hiernavermelde eiendom op Vrydag, 24 November 1995 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregteik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Skuldenaar se onverdeelde halwe aandeel in en tot onverbeterde Erf 296, Carolina, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeuisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte T61423/92, geleë te Pearcestraat 18, Carolina.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 3de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. Dr. Botha/ew/CR1091/CO7673.)

Saak 302/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Stadsraad**, Eksekusieskuldeiser, en **Aletta Gertruida de Bruyn**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 15 Februarie 1995, word die hiernavermelde eiendom op Vrydag, 24 November 1995 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregteik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Onverbeterde Erf 231, Carolina, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeuisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte T25438/1978, bekend as Coetzeestraat 67, Carolina.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 3de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. Dr. Botha/ew/CR597/CO5901.)

Saak 787/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Stadsraad**, Eksekusieskuldeiser, en **Harry Bourquin (Hendricus Jacobus Franciscus)**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 20 Maart 1995, word die hiernavermelde eiendom op Vrydag, 24 November 1995 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Sekere Erf 475, Carolina, met afgebrande woonhuis, Registrasieafdeling IT, Transvaal, groot 5 710 (vyfduisend sewehonderd en tien) vierkante meter, gehou kragtens Transportakte T5388/81, bekend as Groblerstraat 11, Carolina.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 3de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. Dr. Botha/ew/CR594/CO7579.)

Saak 543/90

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Die Stadsraad van Carolina**, Eksekusieskuldeiser, en **D. A. C. de Beer**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 1 Maart 1995, word die hiernavermelde eiendom op Vrydag, 24 November 1995 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Erf 265, Carolina met buitegeboue, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeënduisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte T11399/1984, bekend as Pearcestraat 80, Carolina.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 3de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. Dr. Botha/ew/CR615/CO7778.)

Saak 1/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Munisipaliteit**, Eksekusieskuldeiser, en **Mnr. Andre van Wyk**, Eerste Eksekusieskuldenaar, **Mev. Maria Magretha van Wyk**, Tweede Eksekusieskuldenaar, en **Mnr. Francois van Wyk**, Derde Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 12 Mei 1995, word die hiernavermelde eiendom op Vrydag, 24 November 1995 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Onverbeterde Erf 248, Carolina, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeënduisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte T84137/93, geleë te Coetzeestraat 33, Carolina.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina hierdie 3de dag van Oktober 1995.

Dr. M. M. Nolte, Gary Playergebou, Voortrekkerstraat 44, Posbus 473, Carolina, 1185. (Verw. Dr. Botha/ew/CR1151/CO8180.)

Saak 0191/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Marge's Travel CC**, Eksekusieskuldeiser, en **Mev. Susanna Aletta Pawson**, Eksekusieskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 16 Mei 1995 en daaropvolgende lasbrief vir eksekusie die hiernagenoemde eiendom op Vrydag, 1 Desember 1995 om 15:00, geregtelik verkoop sal word, te die Balju vir die Landdroshof, Vierde Straat 66, Springs, naamlik:

Erf Gedeelte 1 van Erf 651, Strubenvale-dorpsgebied, Registrasieafdeling IR, die Provinsie van Gauteng, groot 499 (vierhonderd nege-en-negentig) vierkante meter, gehou kragtens Akte van Transport T26659/1994.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Vierde Straat 66, Springs ter insae lê en behels onder andere die volgende:

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

Gedateer te Springs op hede hierdie 9de dag van Oktober 1995.

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

Saak 2981/95

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

In die saak tussen **ABSA Bank Beperk**, handeldrywend as Bankfin (Reg. No. 86/04794/06), Eiser, en **Terence Ngoasheng**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros vir Kempton Park en 'n lasbrief vir eksekusie gedateer 4 Augustus 1995, word die eiendom hieronder uiteengesit in Eksekusie verkoop op Donderdag, 30 November 1995 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 258, dorpsgebied Elindinga-uitbreiding 1, Registrasieafdeling IR, Gauteng, in die distrik Kempton Park, groot 325 (driehonderd vyf-en-twintig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:
Woonhuis met teëldak, bestaande uit toilet, drie slaapkamers, badkamer, kombuis en eetkamer.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die Kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 18de dag van Oktober 1995.

F. Barnard, vir Barnard's Ingelyf, Monumentweg 29, Kempton Park. (Verw. Mr Barnard/MC/B505.)

Case 20019/95

PH 388

DX 516/J21

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Schalkwyk: Gabriel Johannes Gerhardus**, First Defendant, and **Van Schalkwyk: Margretha Debora**, 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, at Friday, 24 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 sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1367, Westonaria Township, Registration Division IQ, Province of Gauteng, area 758 (seven hundred and fifty-eight) square metres, situated at 46 De Wet Street, Westonaria.

Improvements (not guaranteed): A house consisting of three bedrooms, bathroom, kitchen, lounge, dining-room 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 18th 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/Z711.)

Saak 7198/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Rivers Donald Manzini**, Eerste Verweerder, en **Sizzy Mhloti Manzini**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 4 Mei 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Boksburg, op die Leeuwpoortstraat 182, Boksburg, verkoop:

Sekere Erf 1964, Dawn Park-uitbreiding 30-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Theunissenstraat 14, Dawn Park, groot 800 (agthonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, drie slaapkamers, badkamer en 'n kombuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Leeuwpoortstraat 182, Boksburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Petoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN(FF0377).]

Saak 42853/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **Bhanjee Bhagwanjee Jessa**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 11 September 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid, Strubenstraat 142, Pretoria, aan die hoogste bieder op 22 November 1995 om 10:00:

Erf 205, geleë in die dorpsgebied Erasmia, Registrasieafdeling JR, provinsie Gauteng, groot 1 239 (eenduisend tweehonderd nege-en-dertig) vierkante meter, beter bekend as Sesmylspruitstraat 250, Erasmia.

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 so ver dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis met drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, garage, plaveisel, agterplaas en matie.

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

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

Geteken te Pretoria op hierdie 19de dag van Oktober 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58014.)

Case 6796/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Christine Meyer**, 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 NG Sinodale Centre, 234 Visagie Street, Pretoria, on 21 November 1995 at 10:00, to the highest bidder:

Certain:

(a) Section 4, as shown and more fully described on Sectional Plan SS10/87 in the scheme known as Lormay in respect of the ground and buildings situated at Erf 1289, in the Township of Sunnyside, 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 the said sectional plan.

Measuring 58 square metres, situated at 4 Lormay, 402 Reitz Street, Sunnyside, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Simplex: Lounge/dining-room, kitchen, one and a half bedroom, bathroom and w.c.

Outbuildings: Under cover parking.

Other: Garden, drying area and parking.

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 NG Sinodale Centre, 234 Visagie Street, 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/N1476.)

Case 29323/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Amstrong Bonisile Mshiyeni**, 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 NG Sinodale Centre, 234 Visagie Street, Pretoria, on 21 November 1995 at 10:00, to the highest bidder:

Certain:

(a) Section 65, as more fully described on Sectional Plan SS265/84, in the scheme known as Newport Park, in respect of the land and buildings situated at Erf 786, in the Township of Pretoria, 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 the said sectional plan.

Measuring 35 square metres, situated at 506 Newport Flats, 210 Scheiding Street, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Batchelor: Lounge/bedroom, kitchen, bathroom and w.c.

Outbuildings: Drying area and parking.

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 NG Sinodale Centre, 234 Visagie Street, 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/N1585.)

Case 36234/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Gerhard Adriaan Groenewald**, First Defendant, and **Maria Elizabeth Groenewald**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at 142 Struben Street, Pretoria, on 22 November 1995 at 10:00, to the highest bidder:

Certain:

(a) Portion 1, as shown and more fully described on Sectional Plan SS763/94, in the scheme known as Erf 1553, Zwartkop Extension 8, in respect of land and buildings situated at Erf 1553, in the Township of Zwartkop Extension 8, Local Authority, City Council of Verwoerdburg.

(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 100 square metres, situated at 130A Alkalien Street, Zwartkop Extension 8, Verwoerdburg.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Duet: Lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, shower and two w.c.'s.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's offices at Edenpark, Hoewe 83, corner of Gerhard Street and West Avenue, Lyttelton, Agricultural Holding, Verwoerdburg.

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/N1669.)

Saak 44893/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk** (Allied Bank), Eiser, en **Sivana Saul Mbuyane**, Verweerder

'n Verkoop in eksekusie word gehou deur die Balju, Pretoria-Noordoos te N G Sinodale Sentrum, Visagiestraat 234, Pretoria, op 21 November 1995 om 10:00, van die volgende vaste eiendom:

Erf 1005, geleë in die dorp Silverton-uitbreiding 5, Registrasieafdeling JR, Transvaal, groot 793 vierkante meter, gehou kragtens Akte van Transport T82945/1991, beter bekend as Loeriestraat 861, Silverton-uitbreiding 5.

Verbeteringe: 'n Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, motorhuis en afdak, bediendekamer met toilet (volvloermatte).

Besonderhede word nie gewaarborg nie.

Besigtig verkoopvoorwaardes by Balju Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield.

Du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. Beukes/LB.)

Saak 16273/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Gerhard Mathyse Havenga**, Eerste Verweerder, en **Linda Jeanette Havenga**, Tweede Verweerder

'n Verkoop in eksekusie word gehou te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, op 24 November 1995 om 11:00, van die volgende vaste eiendom:

Resterende gedeelte van erf 1167, geleë in die dorp Pretoria North, Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T85536/1994, beter bekend as Wesstraat 178, Pretoria-Noord, en bestaan uit die volgende: 'n Woonhuis bestaande uit sitkamer, eetkamer, TV kamer, kombuis, drie slaapkamers, badkamer en toilet.

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

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

Tim Du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. Beukes/LB.)

Saak 5327/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Rhifos Satshane**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 10 April 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 24 November 1995 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad) verkoop:

Sekere Erf 2524, Soshanguve-GG-dorpsgebied, Registrasieafdeling JR, Gauteng, groot 600 (seshonderd) vierkante meter.

Sonering: Spesiale woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n kombuis/sitkamer, drie slaapkamers en 'n ontoegeruste 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 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 0387).]

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 30 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

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

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

A detached single-storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 19th day of October 1995.

S. A. Simpson, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/V.118.)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 30 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 4295, situated in the Township of Ennerdale Extension 5, Registration Division IQ, Transvaal, being 158 Olivien Street, Ennerdale Extension 5, measuring 471 (four hundred and seventy-one) square metres.

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

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

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

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

Dated at Johannesburg on this 19th day of October 1995.

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

**Case 7735/95
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 **De Aguiar, Anthony**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Johannesburg East, on 30 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 East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Remaining Extent of Portion 8 of Erf 812, situated in the Township of Kew, Registration Division IR, Transvaal, being 15 Johannesburg Road, Kew, Johannesburg, measuring 2 677 (two thousand six hundred and seventy-seven) square metres.

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

A detached single-storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, games room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of three garages, two servants' rooms, bathroom, store-room and swimming-pool.

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

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

Dated at Johannesburg on this 19th day of October 1995.

S. A. Simpson, for Ramsay, Webber & Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D387.)

Case 10569/95

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 **Robinson, Derick Frederick**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Boksburg, on 24 November 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 322, situated in the Township of Boksburg South, Registration Division IR, Transvaal, being 273 Solomon Street, Boksburg South, measuring 488 (four hundred and eighty-eight) square metres.

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

Detached single-storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, entrance hall, sun room, two bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room, toilet and laundry.

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

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

Dated at Johannesburg on this 19th day of October 1995.

S. A. Simpson, for Ramsay, Webber & Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R212.)

Case 17509/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Brits: Riaan**, First Defendant, and **Holtzhausen: Maria M**, 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 24 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 329, Brakpan North Extension 1 Township, Registration Division, the Province of Gauteng, situated at 29 Bertram Avenue, Brakpan North Extension 1, measuring 931 (nine hundred and thirty-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, two bedrooms, bathroom with separate w.c., two garages and bathroom with w.c.

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

Dated at Johannesburg on this the 18th 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 Whitson/A00208.)

Case 2142/95

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06) (Allied Bank Division), Plaintiff, and **Nomoqabela Emily Vilikasi N.O.**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 April 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution in front of the Sheriff's offices, on 1 December 1995 at 10:00, at 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 7926, Vosloorus Extension 9 Township, situated at 7926 Vosloorus, District of Boksburg, measuring 289 (two hundred and eighty-nine) square metres.

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

The conditions of sale:

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

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

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

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Whitson/A00605.)

Case 7826/95

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Mosebetsi Petrus Mokoena**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 19 September 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 November 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 17665, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on Erf 17665, Vosloorus Extension 25, District of Boksburg, measuring 294 (two hundred and ninety-four) square metres.

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

The conditions of sale:

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00695/Mrs Kok/dw.)

Case 03530/95

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

In the matter between **United Bank**, Plaintiff, and **Frank van Heerden**, First Defendant, and **Sylvia Erica van Heerden**, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the following property will be sold in execution by the Sheriff, on Wednesday, 29 November 1995 at 10:00, at the premises situated at 4 Rowen Road, Sunair Park, Brakpan, without reserve to the highest bidder:

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

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Dwelling-house: Brick building with plaster and tiled roof, kitchen, lounge, dining-room, living-room, three bedrooms, two bathrooms and outside toilet, double garage and precast walling.

Conditions of sale:

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

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

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

Dated at Springs on this the 18th day of October 1995.

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

Case 00281/95

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

In the matter between **United Bank**, Plaintiff, and **Rudolf Frederik Coetzer**, First Defendant, and **Zelda Coetzer**, 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, 29 November 1995 at 10:00 at the premises situated at 83 Stofberg Avenue, Brakpan, without reserve to the highest bidder:

Certain Erf 2305, situated in the Township of Brakpan, Registration Division IR, Transvaal, also known as 83 Stofberg Avenue, Brakpan, measuring 991 square metres, held by Deed of Transfer T29958/1993.

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

Dwelling-house: Brick building with plaster and corrugated iron roof, kitchen, lounge, plus dining-room combined, main bedroom plus other bedroom, bathroom and toilet, outside toilet, double garage and precast walling.

Conditions of sale:

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

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

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

Dated at Springs on this the 18th day of October 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/JD/B01195.)

Case 13471/95

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Olivier; Theodore**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve, will be held by the Sheriff of the Supreme Court for Roodepoort at the offices of the Sheriff of the Supreme Court for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 1 December 1995 at 10:00 of the under-mentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court for Roodepoort at the offices of the Sheriff of the Supreme Court for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Certain Portion 51 of Erf 967, Little Falls Extension 2 Township, Registration Division IQ, Transvaal, situated at 51 Gorge Street, Little Falls Extension 2, Roodepoort, measuring 490 square metres, held under Deed of Transfer T17096/1992.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick dwelling with tile roof, consisting of entrance hall, lounge, family room, dining-room, kitchen, scullery, four bedrooms, bathroom, two showers, three toilets and double garage.

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

Dated at Johannesburg this 13th day of October 1995.

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, 16 Sixth Avenue, Lower Houghton, P.O. Box 9030, Johannesburg, 2000. (Tel. 483-3416/Fax 728-2020.)

Case 15032/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Van der Nest; Sonia**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve, will be held by the Sheriff of the Supreme Court for Krugersdorp at the offices of the Sheriff of the Supreme Court for Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 29 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, and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court for Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, prior to the sale:

Certain Portion 10 (a portion of Portion 1) of the farm Luipaardsvlei 246, Registration Division IQ, Transvaal, situated at Plot 20, Lancaster East, Krugersdorp, measuring 4 954 square metres, held by Deed of Transfer T9325/92.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A double storey dwelling-house, consisting of lounge, family room, dining-room, study, kitchen, five bedrooms, two bathrooms, shower, three toilets, carport, servants' quarters, laundry, store-room and playroom.

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

Dated at Johannesburg this 13th day of October 1995.

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, 16 Sixth Avenue, Lower Houghton, P.O. Box 9030, Johannesburg, 2000. (Tel. 483-3416.)

Saak 26362/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **Stadraad van Midrand**, Eiser, en **Dumazile Janette Jele**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 16 Februarie 1995, sal die ondervermelde eiendom op 5 Desember 1995 om 14:30, deur die Balju, Halfweghuis/Alexandra, te Randburg, Landdroshof, Jan Smutsrylaan, Randburg, aan die hoogste bieder geregtelik verkoop word:

Resterende Gedeelte van Hoewe 530, Glen Austin-landbouhoewes, Uitbreiding 3, Registrasieafdeling IR, Transvaal, groot 8 985 vierkante meter, gehou kragtens Akte van Transport T11488/1994, bekend as 530 RE Daneweg, Glen Austin-landbouhoewes-uitbreiding 3.

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

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Halfweghuis/Alexandra, Block D, Eerste Verdieping, Lochner Park, hoek van Richardrylaan en Suttiestraat, Halfweghuis, en bevat onder andere die volgende:

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

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

Geteken te Pretoria hierdie 13de dag van Oktober 1995.

Eben Griffiths & Vennote, p.a. Schwellnus Spies & Haasbroek, Tweede Verdieping, Randparkgebou, Doverstraat 20, Randburg. [Tel. (012) 654-1007/654-1039.] (Verw. mnr. Griffiths/svn.)

Saak 387/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **First National Bank**, Eiser, en **mnr. P. J. Beukes**, Eerste Verweerder, en **mev. N. Beukes**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 5 September 1995, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 24 November 1995 om 12:00, te Landdroskantoor, Krugerstraat, Bronkhorstspuit, geregtelik verkoop sal word, naamlik:

Gedeelte 34 ('n gedeelte van Gedeelte 1) van die plaas Klippeiland 524, Bronkhorstspuit.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Markstraat 30, Bronkhorstspuit, ter insae sal lê en behels onder andere die volgende:

1. Tien persent (10%) van die koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

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

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Posbus 160, Bronkhorstspuit, 1020. [Tel. (01212) 20057/8/9.] (Verw. SS/F101.)

Case 17013/94
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 **Leahy, Michael Terence**, 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 24 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 Portion 208 (a portion of Portion 66) of the Farm Zevenfontein 407, Registration Division JR, Transvaal, being Portion 208 (a portion of Portion 66), of the Farm Zevenfontein 407, Mulbarton Road, measuring 1,0664 (one comma nought six six four) hectares.

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

A detached double-storey brick built residence with slate roof, comprising kitchen, lounge/dining-room, family room, study, television room, scullery, dressing-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, two servants' rooms, a toilet, laundry, store-room and a 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 R100 (one hundred rand).

Dated at Johannesburg on this 17th 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/L.213.)

Case 19748/95
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van der Westhuizen, Rodney Ansley**, First Execution Debtor, and **Van der Westhuizen, Rachel Agnes**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 30 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 309, situated in the Township of Mondeor, Registration Division IR, Transvaal, being 128 Ormonde Drive, Mondeor, Johannesburg, measuring 964 (nine hundred and sixty-four) square metres.

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

A detached double-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, separate toilet and shower, three bedrooms, two bathrooms with outbuildings with similar construction comprising of servants' room, toilet and swimming-pool.

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

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

Dated at Johannesburg on this 17th 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/VA.356.)

Case 19080/95
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 **Fourie, Nancy**, 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 30 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, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Remaining Extent of Erf 1004, situated in the Township of Three Rivers Extension 1, Registration Division IQ, Transvaal, being 62 Bashee Street, Three Rivers Extension 1, Vereeniging, measuring 1 959 (one thousand nine hundred and fifty-nine) square metres.

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

A detached single-storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, study, separate toilet and shower, three bedrooms, bathroom with outbuildings with similar construction comprising of garage; two carports, servant's room and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 17th 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/F.144.)

Case 20795/95
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 **The Trustees for the time being of the David Townsend Family Trust** (No. 1523/87), 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 28 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Holding 127, situated in the Township of Chartwell Agricultural Holdings, Registration Division JQ, Transvaal, being 127 Second Street, Chartwell Agricultural Holdings, Randburg, measuring 2,7440 (two comma seven four four zero) hectares.

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

A detached double-storey brick built residence with thatch roof, comprising kitchen, two lounges, dining-room, entrance hall, bar, family room, study, three separate toilets, five bedrooms, three bathrooms with outbuildings with similar construction comprising of six garages, seven carports, four servants' rooms, toilet, bathroom, sauna, swimming-pool, four cottages comprising of three entrance halls, three lounges, dining-room, three kitchens, laundry, five bedrooms, three and a half bathrooms and four separate toilets.

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 17th 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/D.318.)

Saak 14736/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Harroonrashid Mahomed Ravat**, Verweerder

'n Verkoop in eksekusie word gehou deur die Balju, Rustenburg, op Vrydag, 24 November 1995 om 10:30 op die perseel van die eiendom naamlik:

Erf 717, Safarituine-uitbreiding 4, Registrasieafdeling JQ, Noordwes-provinsie, groot 1 529 vierkante meter, gehou kragtens Akte van Transport T18413/95 (beter bekend as Canarylaan 33, Safarituine-uitbreiding 4, Rustenburg) (perseelverkoop).

Verbeterings: Woonhuis bestaande uit ingangsportaal, sitkamer, twee familiekamers, twee eetkamers, kombuis, vier slaapkamers, badkamer met toilet, twee badkamers met storte en toilette, aparte toilet, studeerkamer, opwaskamer en spens. **Buitegeboue:** Bediendekamers met stort en toilet, waskamer, drie motorhuise en twee motorafdakke.

Besonderhede word nie gewaarborg nie.

Besigtig verkoopvoorwaardes by Balju, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg.

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

Case 31580/94
PH 158

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

In the matter between **Debtcol CC**, Plaintiff/Execution Creditor, and **George Willem van Tonder**, Defendant/Execution Debtor

In execution of a judgment granted by the above Honourable Court on 17 May 1994 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Pretoria South, on Wednesday, 22 November 1995 at 10:00 at 142 Struben Street, Pretoria, of the undermentioned property of the Execution Debtor 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 above-mentioned Sheriff of the Court, prior to the sale:

Remaining Extent of Erf 332, Irene Township, Registration Division JR, the Province of Pretoria-Witwatersrand-Vereeniging, measuring 2 716 (two thousand seven hundred and sixteen) square metres, held under Deed of Transfer T12690/1978, improved property situated at 34 Alexandra Avenue, Irene.

The property is reported to be voetstoots but nothing is guaranteed.

Terms: Ten per centum (10%) of the purchase price and auctioneer's fees which auctioneer's fees shall include VAT, in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from the date of sale. The purchaser shall be liable to pay interest at the rate of 18,25% per annum from the date of sale until the date of transfer of the property to the secured creditor, namely ABSA Limited (United Division) in whose favour the bonds are registered over the property (if any).

Signed at Johannesburg on this the 17th day of October 1995.

Leon Maartens, Attorney for Judgment Creditor, 51 Biccard Street, P.O. Box 32239, Braamfontein, 2017. (Tel. 403-7150.) (Fax 403-7159.) (Ref. Mr Wait.)

Case 11043/95
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 **Mahlonoko, Chopsy James**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the main entrance hall of the Magistrate's Court, Vanderbijlpark, on 24 November 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 420, situated in the Township of Vanderbijlpark South-East 6, Registration Division IQ, Transvaal, being 13 Lub Street, Vanderbijlpark South-East 6, Vanderbijlpark, measuring 775 (seven hundred and seventy-five) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 13th day of October 1995.

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

Case 19448/95
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 **Ndhlebe, Daniel**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 November 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Erf 685, situated in the Township of Windmill Park Extension 1, Registration Division IR, Transvaal, being 232 De Waal Street, Windmill Park Extension 1, Boksburg.

Measuring: 999 (nine hundred and ninety-nine) square metres.

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

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

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

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

Dated at Johannesburg on this 13th 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/N374.)

Case 26086/95

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

In the matter between **Parkholm Body Corporate**, Plaintiff, and **Mrs J. A. Boshoff**, Defendant

In execution of a judgment of the Magistrate's Court, in the above-mentioned suit, the following property with a reserve price of R91 096,83 will be sold in execution to the highest bidder, to be held on 21 November 1995 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria:

Unit 27, as shown and more fully described on Section Plan SS 70/81 in the scheme known as Parkholm, Pretoria, also known as Flat 303, 363 Skinner Street, Pretoria, in respect of the land and building or buildings situated at Pretoria, measuring 102 (one hundred and two) square metres, held by the Defendant under Certificate of Registered Sectional Title ST 72515/1994, situated at Flat 303, 363 Skinner Street, Pretoria.

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

Two bedroomed flat, lounge, kitchen, bathroom, toilet and enclosed balcony. Under cover double parking space.

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

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Pretoria Central.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L435853/lw.)

Case 6940/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kuang-Cheng Wang**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff Pretoria West, 607 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 23 November 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria West, 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: Portion 1 of Erf 1478, situated in the Township of Capital Park, Registration Division JR, Province of Gauteng, measuring 803 square metres, also known as 302 Flower Street, Capital Park.

Improvements: A house, lounge, dining-room, family room, four bedrooms, two bathrooms, kitchen, carport and swimming-pool.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 3262-4871.) (Ref. Mr Coetzee eb x192.)

Saak 7039/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Nkwane James Kedimotse**, Verweerder

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

Eiendom: Alle reg, titel en belang in en tot die huurpag ten aansien van Erf 13056, Kagiso-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Ligging: Erf 13056, Kagiso-uitbreiding 8-dorpsgebied.

In eksekusie verkoop op 29 November 1995 om 10:00, deur die Balju by sy kantoor te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

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

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. Jan Nel.)

Saak 14946/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

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

'n Verkoop in eksekusie word gehou deur die Balju, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, op 24 November 1995 om 11:00, van die volgende vaste eiendom:

Erf 1179, geleë in die dorpsgebied Dorandia-uitbreiding 15, Registrasieafdeling JR, Gauteng, groot 832 vierkante meter, gehou kragtens Akte van Transport T97681/1994 (bekend as Wilmastraat 386, Dorandia-uitbreiding 15).

Verbeteringe: 'n Woonhuis met teëldak bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis en bediendekamer.

Besonderhede word nie gewaarborg nie.

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

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

Saak 611/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jan Hendrik Steyn (Sr.)**, Eerste Verweerder, en **Jan Hendrik Steyn (Jr.)**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Nylstroom voor die Landdroskantore te Van Emmynisstraat, Nylstroom, op 24 November 1995 om 10:00:

Groot 87, van die plaas Groenfontein 141, Registrasieafdeling KR, Noordelike Provinsie, groot 23,2915 hektaar, gehou kragtens Akte van Transport T50874/89 (beter bekend as Plot 87, Groenfontein, Vaalwater, distrik Waterberg, Noordelike Provinsie).

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

Verbeterings: Daar is 'n steengeboude sinkdak woonhuis wat bestaan uit drie slaapkamers, kombuis, badkamer en sit/eetkamer. Die huis het geen plafonne nie. Dan is daar ook 'n dubbele motorafdak van 'n staalkonstruksie en sinkdak. Verder is daar ook 'n klein steengeboude stoortjie met 'n sinkdak, asook 'n stukkende sementdam. Gesoneer vir landboudoeleindes.

Besigtig voorwaardes by Balju se kantore, Rentmeestergebou, Potgieterstraat 88, Nylstroom.

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

Case 16199/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Harry Neville Wilson**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at 109 Nina Street, Meyerspark Extension 7, Pretoria, on Wednesday, 22 November 1995 at 12:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 777, situated in the Town of Meyerspark Extension 7, Registration Division JR, Transvaal (also known as 109 Nina Street, Meyerspark Extension 7), measuring 1 722 (one thousand seven hundred and twenty-two) square metres, held by virtue of Deed of Transfer T12091/93, subject to the conditions therein contained and specially subject to the reservation of mineral rights.

The following information is furnished re the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, dining-room, bar, kitchen, laundry, pantry, three bedrooms, private lounge, two dress and sew rooms, two bathrooms/w.c., two showers, three garages, two servants' rooms with w.c. and shower, swimming-pool, jacuzzi and bore-hole.

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

Dated at Pretoria this 19th day of October 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel: (012) 320-8500.] (Ref. EME/ep S1009/95.)

Saak 42850/95

IN THE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **Paul Adrian Ernstzen**, Eerste Verweerder, en **Thelma Ernstzen**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 15 September 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder, op 24 November 1995 om 11:00:

Deel 16, soos getoon en meer volledig omskryf op Deelplan SS26/95, in die skema bekend as Doorn 46/2236, ten opsigte van die land en gebou of geboue geleë in dorpsgebied Doornpoort-uitbreiding 6, Plaaslike Bestuur: Sentrale Pretoria Metropolitaanse Substruktuur, groot 127 (eenhonderd sewe-en-twintig) vierkante meter (beter bekend as Okkerneut Crescent 1, Doornpoort-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: Duethuis met drie slaapkamers, een en 'n half badkamers, sitkamer, eetkamer, kombuis, opwaseenheid, dubbelmotorhuis, tuin en droogarea.

3. *Terme*: 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusiëlsbrief, en in die geval van enige ander perferente 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 20ste dag van Oktober 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58017.)

Case 8963/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Anthony Jacobus Matthysen**, First Defendant, and **Alice Margaret Matthysen**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 27 September 1993 and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution on 1 December 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 494, Reigerpark Extension 1 Township, situated on 49A Aster Street, Reigerpark Extension 1, in the Township of Reigerpark Extension 1, District of Boksburg, measuring 363 (three hundred and sixty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a lounge, dining-room, kitchen, three bedrooms, bathroom, shower, w.c. and a servant's room.

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6354/Mrs Kok/dw.)

Case 22053/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thelma Kelly**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff Pretoria North West, at Room 603A, Olivetti House, corner of Schubert and Pretorius Streets, Pretoria, on Thursday, 23 November 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria North West, at Room 202, Olivetti House, corner of Schubert and Pretorius Streets, Pretoria, and will be read out prior to the sale taking place.

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

Property: Erf 581, situated in the Township of Laudium, Registration Division JR, Province of Gauteng, measuring 446 square metres, also known as 232 Aquamarine Street, Laudium, Pretoria.

Improvements: House: Four bedrooms, bathroom, kitchen, lounge and dining-room.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 3262-4871.) (Ref. Mr Coetzee eb X233.)

Case 17033/95

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 **Dias, Joao Luciano Ribeiro**, First Execution Debtor, and **Dias, Deolinda Vitoria**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 30 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 671, situated in the Townships of Turffontein, Registration Division IR, Transvaal, being 136, Bertha Street, Turffontein, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, separate toilet and shower, four bedrooms, bathroom with outbuildings with similar construction comprising of garage, carport, servant's room, cottage comprising of lounge, kitchen, bathroom and bedroom.

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 10th 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/D.408.)

**Case 14690/95
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 **Glover, Veronica Rose**, 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 30 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Lenasia North, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 1039, situated in the Township of Klipspruit West Extension 2, Registration Division IQ, Transvaal, being 1, Saint Lollan Street, Klipspruit West Extension 2, Johannesburg, measuring 357 (three hundred and fifty-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, loung, separate toilet, four 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 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 10th day of October 1995.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.235.)

Saak 9328/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Van Dongen, Paul Anton**, Eerste Verweerder, en **Van Dongen, Kim**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Kantoor 9, Elnarandhof, hoek van Selkirklaan en Blairgowrieweg, Randburg, op 21 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 Gedeelte 31, van Erf 693, Bromhof-uitbreiding 38-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Gedeelte 31 van Erf 693, Finfeetweg, Bromhof-uitbreiding 38, Randburg, grootte 364 m² (drie ses vier) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, twee slaapkamers, badkamer/toilet, toilet/stort en kombuis.

Buitegeboue: Motorafdak.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 10de dag van Oktober 1995.

Rossouws, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/CW/04/A8339E.)

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 July 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 November 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 16600, Vosloorus Extension 26 Township, situated on Erf 16600, Vosloorus Extension 26, Boksburg, in the Township of Boksburg, District of Boksburg, measuring 296 (two hundred and ninety-six) square metres.

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

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00201/Mrs Kok/dw.)

Saak 3104/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Boland Bank Beperk**, Eiser, en **Gert Christiaan Lodewyk Els**, Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 15 September 1995 sal hierdie ondervermelde eiendom geregtelik verkoop word op 21 November 1995 te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bod maak naamlik:

Eenheid 22, geleë in die skema Tricarrel SS15/89, Sunnyside-dorpsgebied, groot 54 vierkante meter, tesame met Parkering P6, gehou kragtens Akte van Transport ST66075/93, onderhewig aan al sodanige voorwaardes as wat in gemelde akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju Pretoria Sentraal, Margarethastraat 30, Pretoria.

Geteken te Middelburg op die 15de dag van September 1995.

Terblanche & Du Preez Ing., Voortrekkerstraat 18, Posbus 2128, Middelburg, 1050; Docex 7. [Tel. (0132) 2-9219.] [Faks. (0132) 43-2630.] (Verw. ALT/L/BBT395.)

Saak 219/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **J. Olivier**, Eerste Eksekusieskuldenaar, en **A. Olivier**, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 10 Oktober 1995 toegestaan is, op 17 November 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 1314, geleë in die dorpsgebied van Tasbet Park, Uitbreiding 2, Witbank, Registrasieafdeling JS, Transvaal, groot 880 (agt agt nul) vierkante meter, gehou kragtens Akte van Transport T22048/1991.

Straatadres: Octavestraat 20, Tasbet Park, Uitbreiding 2, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 5de dag van Oktober 1995.

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

Saak 24208/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Carzelle Landscape Contractors BK**, Eerste Verweerder, en **Johannes Hermanus Botha**, Tweede Verweerder

'n Verkoop in eksekusie word gehou deur die Balju, Pietersburg, voor die Landdroskantore, Landdros Marestraat, op 24 November 1995 om 10:00, van die volgende vaste eiendomme:

1. Gedeelte 23 ('n gedeelte van Gedeelte 2) van die plaas Zandrivier 742, Registrasieafdeling LS, Transvaal, groot 256,9596 hektaar, gehou kragtens Akte van Transport T60075/1990.

Verbeterings: Woonhuis met sinkdak bestaande uit gesinskamer, twee eetkamers, TV kamer, kombuis met opwaskamer, vyf slaapkamers, twee badkamers, kraal, stoor, opgaardam, vyf boorgate (toegerus), arbeidershuise, Eskom krag, beeskrale. Groenteverbouing en veeweiding. Besproeiing spilpunt—"Pivot irrigation". Draadomheining (veekeerend).

2. Gedeelte 12 ('n gedeelte van Gedeelte 8) van die plaas Wildebeestfontein 20, Registrasieafdeling KS, Transvaal, groot 273,8604 hektaar, gehou kragtens Akte van Transport T57297/1992.

Verbeterings:

1. Woonhuis met sinkdak bestaande uit afdak, stoorkamer, dubbelmotorhuis, studeerkamer, sitkamer, drie slaapkamers, badkamer, toilet, werkwinkel, arbeidershuis, Eskom krag en beeskrale. Draadomheining (veekeerend).

2. Woonhuis met sinkdak bestaande uit kombuis, eetkamer, sitkamer en badkamer. Drie boorgate, opgaartenk, 12,5 ha besproeiing, 3 ha sprinkelbesproeiing, groenteverbouing en vee gebruik. Draadomheining (veekeerend).

3. Gedeelte 15 ('n gedeelte van Gedeelte 3) van die plaas Rietfontein 743, Registrasieafdeling LS, Transvaal, groot 42,8266 hektaar, gehou kragtens Akte van Transport T21953/1990.

Verbeterings: Woonhuis bestaande uit vier slaapkamers, sonkamer, gesinskamer, eetkamer, kombuis, opwaskamer, twee badkamers, naaldwerkkamer, lapa (baksteen met grasdak), swembad, dubbelgarage, teëldak en draadomheining.

Aldrie eiendomme is gesoneer vir landboudoeleindes.

Besonderhede hierbo word verskaf maar nie gewaarborg nie.

Besigtig verkoopsvoorwaardes by Balju, Bokstraat 56A, Pietersburg.

Datum: 10 Oktober 1995.

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

Case 4233/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Pieter Serfontein**, First Defendant, and **Maria Magdalena Serfontein**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at Room 83, Magistrate's Office, Mark Street, Bethal, on Friday, 17 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 and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 1245, Bethal Extension 3 Township, Registration Division IS, Transvaal, also known as 19 Koedoe Street, Bethal Extension 3, measuring 1 071 (one thousand and seventy-one) square metres, held by Deed of Transfer T78714/89, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, family room, kitchen, four bedrooms, bathroom, bathroom/w.c., w.c., garage and servant's room with w.c.

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

Dated at Pretoria this 10th day of October 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S350/93.)

Case 15995/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **Collins, James Robert Graham**, First Execution Debtor, and **Collins, Nicola**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 30 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 3079, situated in the Township of Glenvista Extension 6, Registration Division IR, Transvaal, being 32 Edward Street, Glenvista Extension 6, Johannesburg, measuring 1 576 (one thousand five hundred and seventy-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single and double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, laundry, dressing-room, separate toilet, four bedrooms, three bathrooms with outbuildings with similar construction comprising 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 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/bt/C.369.)

**Case 4980/95
PH 104**

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

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **Collins, Zeno Clint**, First Execution Debtor, and **Collins, Shanita Ellen**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 30 November 1995 at 10:00, of the undementioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale.

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

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

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

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

Dated at Johannesburg 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/bt/C. 247.)

Saak 5532/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Beperk, Eiser, en **N. P. Sindane**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg, en eksekusie teen goed gedateer 21 April 1995, sal die ondervermelde eiendom op Vrydag, 17 November 1995 om 10:00, te Landdroskantore, Middelburg, aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf Standplaas 1965, Mhluzi, Registrasieafdeling J.S., Transvaal, groot 499 (vierhonderd nege-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL452/91.

Verkoopvoorwaardes:

1. 'n Deposito van 10% (tien persent) van die koopprys op datum van verkoping met goedgekeurde bank-/bougenuotskap-waarborg vir die balanskoopprys binne 30 (dertig) dae na datum van verkoping.
2. Die verdere verkoopvoorwaardes lê ter insae by die kantore van die prokureurs Esterhuysen & Botha, Markstraat 20B, Middelburg, en die Balju, Totiusstraat 107, Middelburg.

F. J. Botha, vir Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050. (Verw. mnr. Botha/lh/i 4583.)

Saak 269/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **NBS Bank Beperk**, Eksekusieskuldeiser, en **Mev. S. E. Nkambule N.O.**, Eerste Eksekusieskeldenaar, en **Mev. S. E. Nkambule**, Tweede Eksekusieskeldenaar

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 25 Julie 1995 toegestaan is, op 1 Desember 1995 om 10:00, te die Landdroskantoor, Jan van Riebeeckstraat, Ermelo, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Ermelo, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 2501, Wesselon-dorpsgebied, Registrasieafdeling IT, Transvaal, groot 368 (driehonderd agt-en-sestig) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL9990/87.

Die eiendom is as volg verbeter: Woonhuis met buitegeboue.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 26ste dag van September 1995.

Dr. M. M. Nolte, vir Van Rensburg Kruger, Prokureurs vir die Eksekusieskuldeiser, De Clercqstraat 11, M. M. Nolte-gebou, Posbus 114, Ermelo. (Verw. mnr. Wheeler/B08477.)

Case 21243/95
PH396 V39 DX2

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **Simelane, Fiki Simon**, First Execution Debtor, and **Simelane, Margaret**, Second Execution Debtor

Be pleased to take notice that on Tuesday, 21 November 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

Certain Erf 376, Roodekop Township, Registration Division IR, Gauteng Province, measuring 858 square metres, in extent and held by Deed of Transfer T55622/93, situated at 87 Wildebeest Street, Roodekop.

Description: Dwelling consisting of lounge, dining-room, three bedrooms, bathroom, separate toilet and kitchen. *Outbuildings:* Three carports, servants' quarters, garage and toilet.

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

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

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

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

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

Dated at Johannesburg on this the 20th 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/Z23401.)

Saak 21243/95
PH396 DX2

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

In die saak tussen **ABSA Bank Ltd**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Simelane, Fiki Simon**, Eerste Eksekusieskeldenaar, en **Simelane, Margaret**, Tweede Eksekusieskeldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die kantore van die Balju vir die Hooggeregshof, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op Dinsdag, 21 November 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggeregshof voor die verkoping:

Erf 376, Roodekop-dorpsgebied, Registrasieafdeling IR, Gauteng Provinsie, Grootte 858 vierkante meter, gehou te Akte van Transport T55622/1993 synde Wildebeeststraat 87, Roodekop.

Verbeterings soos hieronder beskryf is nie gewaarborg nie.

Die woonhuis bestaan uit: Geboue en verbeterings: 'n huis met sitkamer, eetkamer, drie slaapkamers, badkamer, aparte toilet en kombuis. Motorhuis, drie motordakke, bediendekamer en toilet.

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

Gedateer te Johannesburg hierdie 25ste 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/Z23401.)

Case 652/95

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

In the matter between **United Bank** (A Division of ABSA Bank Ltd), Plaintiff/Execution Creditor, and **David Mofokeng**, Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Nigel, dated 30 May 1995, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 24 November 1995 at 09:00, at the offices of the Magistrate's Court, Church Street, Nigel:

Certain Erf 770, Alra Park Township, Registration Division IR, Transvaal, measuring 350 (three hundred and fifty) square metres, held by the Defendant under Deed of Transfer T68255/1994.

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

Main buildings: Brick building under iron roof consisting of lounge, three bedrooms, bathroom/toilet, separate toilet and kitchen.

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the purchaser to the Execution Creditor's attorneys, within 14 (fourteen) days of date of the said sale.

2. *Conditions of sale:* The full conditions of sale may be inspected prior to the date of sale at the office of the Sheriff, Magistrate's Court, Church Street, Nigel.

Dated at Springs this 6th day of October 1995.

A. F. Jansen, for Bennett, McNaughton & Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Case 1192/95

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

In the matter between **United Bank** (A Division of ABSA Bank Ltd), Plaintiff/Execution Creditor, and **Zwelabelangu Radebe**, Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 30 March 1995, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 24 November 1995 at 09:00, at the offices of the Magistrate's Court, Church Street, Nigel:

Certain Erf 604, Alra Park Township, Registration Division IR, Transvaal, measuring 970 (nine hundred and seventy) square metres, held by the Defendant under Deed of Transfer T78605/1993.

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

Main buildings: Brick building under iron roof consisting of kitchen, lounge, two bedrooms, bathroom and toilet. *Outbuildings:* Concrete fencing.

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the purchaser to the Execution Creditor's attorneys, within 14 (fourteen) days of date of the said sale.

2. *Conditions of sale:* The full conditions of sale may be inspected prior to the date of sale at the office of the Sheriff, Magistrate's Court, 69 Church Street, Nigel, 1490.

Dated at Springs this 6th day of October 1995.

A. F. Jansen, for Bennett, McNaughton & Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Saak 33916/95

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

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

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 8 Junie 1995, sal die volgende eiendom in eksekusie verkoop word te die Baljukantore, Olivettihuis, Schubartstraat, Pretoria, op 23 November 1995 om 10:00, aan die hoogste bieder naamlik:

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

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: *Hoofgebou*: Sitkamer, vier slaapkamers, badkamer en toilet, kombuis en spens. *Buitegeboue*: Garage, bediendekamer en toilet.

Titelakte voorwaarde: Streng vir woning doeleindes alleenlik.

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

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

Gedateer te Johannesburg op 16 Oktober 1995.

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

Case 10205/95
PH 396

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **Fialkov, Yaakov**,
First Execution Debtor, and **Fialkov, Ilana**, Second Execution Debtor

Be pleased to take notice that on Thursday, 23 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:

Erf 3, Silvamonte Township, Registration Division IR, Gauteng Province, measuring 991 (nine hundred and ninety-one) square metres and held by Deed of Transfer T9627/1989, situated at 3 Park Avenue, Silvamonte.

Description: Dwelling with entrance hall, lounge, family room, play room, three bedrooms, bathroom, kitchen and sun room. *Outbuildings*: Four garages, two servant's rooms, bathroom and swimming-pool.

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 10th 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/Z21107.)

Saak 10205/95
PH 396

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

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Fialkov, Yaakov**,
Eerste Eksekusieskuldenaar, en **Fialkov, Ilana**, Tweede Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die kantore van die Balju te Marshallstraat 131, Johannesburg, op Donderdag, 23 November 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Erf 3, Silvamonte-dorpsgebied, Registrasieafdeling IR, Gauteng Provinsie, grootte 991 vierkante meter en gehou deur Akte van Transport T9627/1989, synde Parklaan 3, Silvamonte.

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

Geboue en verbeterings: 'n Huis met ingangsportaal, sitkamer, familiekamer, speelkamer, drie slaapkamers, badkamer, kombuis en sonkamer. Buitegeboue is vier motorhuise, twee bediendekamers, badkamer en swembad.

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

Gedateer te Johannesburg op hierdie 10de 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.] (Verw. S. Pitchers/Z21107.)

Case 15372/95
PH 396IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **Diedericks, Jacob Johannes**, First Execution Debtor, and **Diedericks, Isabelle Maria**, Second Execution Debtor

Be pleased to take notice that on Thursday, 23 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 466, Newlands Township, Johannesburg, Registration Division IQ, Gauteng Province, measuring 248 (two hundred and forty-eight) square metres and held by Deed of Transfer T25232/1993, situated at 24 Eighth Street, Newlands.

Description: A dwelling consisting of entrance hall, lounge, two bedrooms, bathroom, toilet and kitchen. *Outbuildings:* Single garage, store-room, servant's room and toilet.

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 10th 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/Z21948.)

Saak 15372/95

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

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Diedericks, Jacob Johannes**, Eerste Eksekusieskuldenaar, en **Diedericks, Isabella Maria**, Tweede Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word by die kantore van die Balju te Marshallstraat 131, Johannesburg, op Donderdag, 23 November 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggeregshof voor die verkoping:

Erf 466, Newlands (Johannesburg) dorpsgebied, Registrasieafdeling IQ, Gauteng Provinsie, grootte 248 (tweehonderd agt-en-veertig) vierkante meter en gehou deur Akte van Transport T25232/1993, synde Agtstestraat 24, Newlands, Johannesburg.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die woonhuis bestaan uit: Geboue en verbeterings, 'n huis met ingangsportaal, sitkamer, twee slaapkamers, badkamer, aparte toilet en kombuis. Buitegeboue motorhuis, stoorkamer, bediendekamer en toilet.

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 10de dag van Oktober 1995.

J. Meiring, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureur, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z21948.)

Saak 699/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Robert Charles Boyd**, Eerste Eksekusieskuldenaar, en **Ada Agnes Boyd**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 9 Maart 1994, en 'n lasbrief vir eksekusie gedateer 16 Mei 1995, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju van die Landdroshof by die Landdroshof te Harpur-laan, Benoni, op Woensdag, 29 November 1995 om 11:00:

Hoewe 21, Benoni-Noord-landbouhoewes, Registrasieafdeling IR, die provinsie Gauteng, groot 1,6187 (een komma ses een agt sewe) hektaar, gehou kragtens Akte van Transport T11431/1993, geleë te Hoewe 21, Benoni-Noord-landbouhoewes.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers, kombuis met buitegebou bestaande uit sitkamer, twee slaapkamers, badkamer, kombuis en twee motorafdakke.

Vernaamste voorwaardes van verkoping: 1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Liverpool Park 12, Liverpoolstraat, Benoni-Suid.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, 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 hierdie 20ste dag van Oktober 1995.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB254.)

Saak 5502/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Sydney Sipho Dube**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 4 September 1995, en 'n lasbrief vir eksekusie gedateer 4 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:

Die reg, titel en belang in Huurpag van Erf 15798, Tsakane-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, die provinsie Gauteng, groot 356 (driehonderd ses-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL5144/1990, geleë te Erf 15798, Tsakane-uitbreiding 5.

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

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 bepalings 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 hierdie 20ste dag van Oktober 1995.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB293.)

Saak 5500/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Baitseng Lucas Mkonto**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 4 September 1995, en 'n lasbrief vir eksekusie gedateer 4 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:

Die reg, titel en belang in Huurpag van Gedeelte 108 van Erf 21669, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, die Provinsie Gauteng, groot 104 (eenhonderd-en-vier) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL21391/1990, geleë te Gedeelte 108 van Erf 21669, Tsakane-uitbreiding 11.

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

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 bepalings 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 hierdie 20ste dag van Oktober 1995.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB291.)

Case 21118/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sanah Khabonina Radebe**, Defendant

Notice is hereby given that on 21 November 1995 at 10:00, the undermentioned property will be sold by public auction at the Sheriff's Offices, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, pursuant to a judgment in this matter granted by the above Honourable Court, on 22 September 1995, namely:

Certain Erf 83, Mayberry Park Extension 1, Registration Division IR, Province of Gauteng, situated at 7 Smarag Street, Mayberry Park Extension 1, Alberton.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of three bedrooms, one and a half bathroom, kitchen, lounge, dining-room and outbuildings comprised of garage.

The full conditions of sale may be inspected at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Dated at Boksburg on this the 19th day of October 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06095.)

Case 7548/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nxumalo, Jameson Moses**, First Defendant, and **Nxumalo, Rebecca Phindile**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 September 1995 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 1 December 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 8303, Vosloorus Extension 9 Township, situated at 8303 Phakoe Mammalangoane, in the Township of Vosloorus, District of Boksburg; measuring 450 (four hundred and fifty) square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Building built of brick and plaster with tiled roof, comprising three bedrooms, bathroom, kitchen and lounge.

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, Ground Floor, Domicilium, 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. W0929H/Mr Hartman.)

Case 19506/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lambro Jacobus Aliferis**, Defendant

Notice is hereby given that on 24 November 1995, at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Begeman Street, Heidelberg, pursuant to a Judgment in this matter granted by the above Honourable Court on 4 September 1995, namely:

Certain: Erf 188, Rensburg, Registration Division IR, Province of Gauteng, situated at 13 Romyne Street, Rensburg, Heidelberg.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Heidelberg.

Dated at Boksburg on this the 19th day of October 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06069.)

Case 15636/95
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
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 24 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: 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 two garages, carport, two servants' rooms, toilet, bathroom and a swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 R100 (one hundred rand).

Dated at Johannesburg on this the 20th day of 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/fp/M1160.)

Saak 2051/91

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **F. E. Wiggill**, Vonnisskuldenaar

Ingevolge 'n vonnis in die Oberholzer Landdroshof en 'n lasbrief vir eksekusie gedateer 4 Oktober 1995, sal die ondervermelde eiendom op 24 November 1995 om 10:00 te, voor die Landdroskantoor, Oberholzer, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Centraallaan, Plot 39, Watersedge:

Erf 3096, Carletonville-uitbreiding 8, bekend as Pepanistraat 10, Registrasieafdeling IQ, Transvaal, groot 793 m².

Gedateer te Carletonville op hierdie 19de dag van Oktober 1995.

J. Moodie, vir Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville. (Verw. mev. Jonker/S.36.)

Case 9925/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sokupha, Zandisile Archibold**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Sheriff's Office, 40 Park Street, Randfontein, on 24 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Office, 40 Park Street, Randfontein, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 111 (now renumbered 7431), Mohlakeng Extension 1 Township, Randfontein, Registration Division IQ, Transvaal, measuring 242 (two hundred and forty-two) square metres, situated at Erf 111 (now renumbered 7431), Mohlakeng Extension 1 Township, Randfontein.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, dining-room, kitchen, two bedrooms, 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 17th 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. S27244/PC.)

Case 18420/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Bartelmann, Petra**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at 8 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on 21 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, at 8 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, prior to the sale:

Portion 17 of Erf 555, Jukskeipark Township, situated at 4 Topaas Street, Jukskeipark, Registration Division IQ, Transvaal, measuring 1 237 (one thousand two hundred and thirty-seven) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, dressing-room, two bathrooms, shower and two toilets. *Outbuilding*: Single garage, shower 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 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).

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. B60201/AB.)

Saak 3725/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **Bankorp Beperk**, handeldrywende as Trustbank, Eksekusieskuldeiser, en
Idur Properties (Edms.) Beperk, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Alberton, en 'n lasbrief vir eksekusie gedateer 31 Augustus 1995, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju, Alberton, op 22 November 1995 om 10:00, by die Landdroshof, Johriahof, Du Plessisstraat 4, Florentia, te wete:

Erf 182, Alrode-Suid-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, in die provinsie Gauteng, groot 2 000 (tweeëuisend) vierkante meter gehou kragtens Akte van Transport T30581/1980, en ook bekend as Tarryweg 182, Alrode-Suid, Alberton.

Wesenlike verkoopvoorwaardes:

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderhewig wees aan die bepalinge van die Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die transportakte en verder onderhewig aan die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word soos volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Drie kantore, toilet, waskamer (klein), klein kombuis, fabriek, twee kantore, kombuis, toilet, waskamer, aantrekkamer, stort, vyf toilette en buitegebou.

3. 10% (tien persent van die koopprys en afslaaerskoste by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 18,25% (agttien komma twee vyf persent) per jaar, moet betaal of gewaarborg word met 'n goedgekeurde bank, bougenootskap of ander aanvaarbare waarborg, wat binne 21 dae na datum van die verkoping aan die Balju voorsien moet word.

4. Die volledige verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Alberton, te Johriahof, Du Plessisstraat 4, Florentia. Tel. (011) 869-7138.

Gedateer te Johannesburg op hierdie 24ste dag van Oktober 1995.

Steenkamp Theart & Mey, Eiser se Prokureurs, Eerste Verdieping, Druthonsentrum, Voortrekkerstraat, New Redruth, Alberton. (Verw. 2278/A. de Klerk/edl.)

Saak 443/95

IN DIE LANDDROSHOF VAN DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **Beacon Electrical Wholesalers BK**, Eksekusieskuldeiser, en **J. C. H. van Rooyen**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof van Alberton en 'n lasbrief tot geregtelike verkoping gedateer 7 September 1995 sal die hieringenoemde eiendom op Woensdag, 29 November 1995 at 10:00 te die kantore van die Balju van die Landdroshof, Johriahof, Du Plessisstraat 4, Florentia, Alberton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Erf 2248, Brackenhurst-uitbreiding 2, Alberton, Registrasieafdeling IR, Transvaal, groot 1 500 m² (eenduisend vyfhonderd vierkante meter), geleë te Geraniumstraat 29, Brackenhurst, Alberton, gehou kragtens Akte van Transport T30322/1984.

Die Eksekusieskuldeiser verskaf die volgende inligting aangaande die verbeteringe op die eiendom maar geen waarborge word gegee in hierdie verband nie: 'n Enkelverdieping-woonhuis onder teëldak met voorafvervaardigde betonomheining en bestaande uit sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette en twee motorhuise.

Terme: Die eiendoms word voetstoots verkoop aan die hoogste bieder sonder enige reserweprys en onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, asook die ander voorwaardes van verkoping.

10% (tien persent) van die koopprys in kontant betaalbaar op dag van verkoping en balans plus rente is betaalbaar teen registrasie van transport en moet verseker word deur 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae na datum van verkoping aan voormelde Balju.

Die eiendom word verkoop ongeag enige huidige okkupasie daarvan asook kragtens die bepalings van Landdroshofwet, No. 32 van 1944, soos gewysig, betreffende bestaande verbandhouders en ander preferente skuldeisers en onderhewig daaraan dat betaling ten opsigte van grondbelasting en enige ander munisipale heffings verskuldig, ten volle gemaak word vir doeleindes van die verkryging en uitreiking van 'n klaringsertifikaat deur die Plaaslike Owerheid.

Die volle verkoopvoorwaardes asook die berekening van die Balju se vendu-kostes lê ter insae en kan nagesien word by die kantore van die Balju van die Landdroshof, Alberton.

Gedateer te Germiston op hierdie 24ste dag van Oktober 1995.

Cornelius J. Bornman, Prokureurs vir Eksekusieskuldeiser, "S" Vloer, President Towers, Presidentstraat 147, Posbus 873, Germiston, 1400. [Tel. (011) 873-9703/4. Faks. (011) 825-5079.] (Verw. mnr. Bornman/mc/L.1163.)

Saak 15124/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaal Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Johannes Gerhardus van Noordwyk Joubert**, Eerste Verweerder, en **Jacqueline Joubert**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 4 September 1995 sal die ondergenoemde onroerende eiendomme, geregistreer in die naam van die Eerste en Tweede Verweerders, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 21 November 1995 om 10:00:

1. Deel 45 soos getoon en volledig beskryf op Deelplan SS81/80 in die skema bekend as Univille ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Erf 2085, Villieria-dorpsgebied, Plaaslike Bestuur Sentrale Pretoria Metropolitaanse Substruktuur, van welke deel die vloeroppervlakte volgens voormelde deelplan 76 (ses-en-sewentig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken is kragtens Transportakte ST99319/94; en

2. 'n uitsluitlike gebruiksgebied beskryf as Parkeerarea P24, groot 17 (sewentien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Univille ten opsigte van die grond en gebou of geboue geleë te Erf 2085, Villieria, in die Sentrale Metropolitaanse Substruktuur, soos getoon en volledig beskryf op Deelplan SS81/80 gehou kragtens Sertifikaat van Saaklike Regte SK7068/0944S.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria Sentraal, NG Sinodalesentrum, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Gepleisterde duplex woonstel met plat sinkdak bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, toilet, w.c. en motorhuis. Gesoneer vir woondoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria Sentraal, Messcorhuis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 23ste dag van Oktober 1995.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. D. Pieterse/F16445/W. Spray.)

Saak 15529/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Wynand Gustav Truter**, Verweerder

Geliewe kennis te naam dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 18 September 1995, sal die ondergemelde onroerende eiendomme, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 21 November 1995 om 10:00:

1. Deel 7, soos getoon en volledig beskryf op Deelplan SS457/93, in die skema bekend as Riecor, ten opsigte van die grond en gebou of geboue geleë te Erf 242, Sunnyside, Pretoria, in die Plaaslike Owerheid van die Sentrale Pretoria Metropolitaanse Substruktuur, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 65 (vyf-en-sestig) vierkante meter groot is;

'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 en gehou kragtens Akte van Transport ST555/94; en

2. 'n uitsluitlike gebruiksgebied beskryf as Parkeerarea P7, groot 16 (sestien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Riecor, ten opsigte van die grond en gebou of geboue geleë te Erf 242, Sunnyside, Pretoria, in die Plaaslike Owerheid van die Sentrale Pretoria Metropolitaanse Substruktuur, soos getoon en volledig beskryf op Deelplan SS457/93 gehou kragtens Sertifikaat van Saaklike Regte SK54/1994S.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Sentraal, NG Sinodalesentrum, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring, alhoewel geen waarborg daartoe verskaf word nie: Siersteenwoonstel onder lae sinkdak bestaande uit sitkamer, kombuis, een en 'n half slaapkamers, badkamer met toilet en onderdakparkering. Gesoneer vir woondoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 23ste dag van Oktober 1995.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. D. Pieterse/F16396/W. Spray.)

Saak 56371/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Hanekom Annelise**, Identiteitsnommer 5804210027009, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju Oos te Strubenstraat 142, Pretoria, op 22 November 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju-Oos te Strubenstraat 142, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 202, in die dorp Wapadrand-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 921 (eenduisend negehoonderd een-en-twintig) vierkante meter, gehou kragtens Akte van Transport T32073/1991.

Hierdie eiendom is geleë te Wapadrandweg 865, Wapadrand, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer en toilet. *Konstruksie:* Mure (baksteen), plafon (herculite), vloer (teëls en matte) en dak (teëls). *Buitegeboue:* Motorhuis en toilet.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.
2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.
3. Die koper betaal die Balju se kommissie.
4. Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mév. Mare/A2008.)

Saak 2650/94

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

In die saak tussen **Saambou Bank Beperk**, Eksekusie Eiser, en **Smith, Terence Sutherland**, Eerste Eksekusie Verweerder, en **Jacobs, Wietsche Martinus Groenewald**, Tweede Eksekusie Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Hooggeregshof, Germiston-Suid, te Presidentstraat 177, Derde Verdieping, Unitedgebou, Germiston, op 20 November 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Presidentstraat 177, Derde Verdieping, Unitedgebou, Germiston, voor die verkoping ter insae sal lê:

Sekere Resterende Gedeelte van Erf 65, Elandshaven, groot 430 vierkante meter, geleë te Algoa Bay Crescent 19A, Elandshaven.

Bestaande uit hoofgebou: Dubbelverdiepingwoning, drie slaapkamers, twee badkamers, sitkamer, eetkamer en oopplan kombuis. *Buitegeboue:* Geen buitegeboue. *Konstruksie:* Afdak vir motor.

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

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

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

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

Kok & Hendrikse, Eiser se Prokureurs, Sesde Verdieping, Nedbank Corner, Jorissenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. mn. Du Plessis/wb/S1499.)

Saak 12858/95

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

In die saak tussen **Bank of Lisbon International Limited**, Eiser, en **Ski Systems Bophuthatswana (Pty) Limited**, Eerste Verweerder, en **James John Shaw**, Tweede Verweerder, en **Martyn Richard Sherwood**, Derde Verweerder, en **William Ernst Barnfather**, Vierde Verweerder

'n Eksekusieverkoping van ondergenoemde onroerende eiendom word gehou sonder reserwe te Botrivierweg 90, Kleinmond, op Woensdag, 29 November 1995 om 11:00, deur die kantoor van die Balju vir die Hooggeregshof, Caledon:

Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju Caledon, Port Alfredweg 22, Caledon, en sal uitgelees word voor aanvang van die verkoping.

Geen waarborge word gegee ten opsigte van enige beskrywing en/of verbeterings.

Eiendom: Erf 6960, geleë in die munisipale gebied Kleinmond, groot 9 559 vierkante meter, gehou kragtens Akte van Transport T23567/1992, bekend as Botrivierweg 90, Kleinmond.

Verbeteringe: Geen.

Gedateer te Pretoria op hierdie 23ste dag van Oktober 1995.

V. Stupel, vir Hack Stupel & Ross, Prokureurs vir Skuldeiser, Posbus 2000, Pretoria. [Verw. mnr. V. Stupel/ML VS 7194 (A).]

Saak 33943/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Saroj Kara**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 19 Julie 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 13 Desember 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Naalدهhoutlaan 5, Heuweloord, en word omskryf as Erf 1481, Heuweloord-uitbreiding 3, groot 1 189 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n kompakte drie jaar oue siersteenwoonhuis, sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer met toilet.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

Geteken te Pretoria hierdie 24ste dag van Oktober 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. Malherbe/F.574.)

Saak 261/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **ABSA Bank Beperk** (United Divisie), Eiser, en **Gerhard Robert Fourie**, Identiteitsnommer 6312015015087, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Bethal gedateer 6 Maart 1995, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 14 Maart 1995, sal die ondervermelde vaste eiendom op 24 November 1995 om 11:00, by die Landdroskantoor, Kamer 83, Bethal, deur die Balju van die Landdroshof Bethal verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Gedeelte 1 van Erf 1105, geleë in die dorp Bethal, Registrasieafdeling IT, provinsie Oos-Transvaal, groot 1 904 (eenduisend nege-honderd-en-vier) vierkante meter, gehou kragtens Akte van Transport T99483/1993, ook bekend as Naudestraat 4, Bethal.

Die eiendom is verbeter. Woonhuis bestaan uit sitkamer, eetkamer, drie slaapkamers, kombuis en dubbelmotorhuis.

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

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

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

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

Geteken te Ermelo hierdie 19de dag van Oktober 1995.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350.

Saak 20781/95

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

In die saak tussen **NBS Bank Limited**, Eiser, en **Herbst, Andre**, Eerste Verweerder, en **Herbst, Noreen**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 21 November 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 1531, Brackenhurst-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Andre Herbst en Noreen Herbst onder Akte van Transport T50381/94, bekend as Iystraat 7, Brackenhurst-uitbreiding 2, Alberton, groot 1 501 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure, bestaande uit sitkamer, eetkamer, kombuis TV-kamer, patio, drie slaapkamers, een en 'n halwe badkamer, twee toilette en stort. *Buitegeboue:* Twee motorhuise, toilet, patio hekke, plaveisel en swembad.

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 Eksekusieskudeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellering nie.

Gedateer te Alberton op hede die 19de dag van Oktober 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Posbus 6, Alberton, p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3304/EU/PP.)

Saak 5275/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **Taylor, Rodney Graham**, Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof, Alberton, gedateer 16 Augustus 1993 en 'n lasbrief vir eksekusie gedateer 15 September 1995, sal die volgende eiendom vir eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 22 November 1995 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Erf 3004, Brackenhurst-uitbreiding 2, Registrasieafdeling IR, Transvaal, ook bekend as 25 Koedoestraat, Brackenhurst-uitbreiding 2, Alberton, groot 1 494 vierkante meter, gehou deur Rodney Graham Taylor onder Akte van Transport T55757/92.

Sonering: Residensieel.

Spesiale gebruiksvoorwaardes of vrystellings: Geen.

Die Vonnisskuldeiser beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Gepleisterde mure met teëldak bestaande uit sitkamer, eetkamer, studeerkamer, kombuis, ingangsportaal, drie slaapkamers, twee badkamers, stort en twee toilette. *Buitegeboue:* Enkelmotorhuis met toilet.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum an betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te Johria Hof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 18de dag van Oktober 1995.

Klopper Jonker Ing., Prokureurs vir die Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton. (Tel. 907-9813.) (Verw. N1877/E. Ungerer/PP.)

Saak 542/95
PH 57

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

In die saak tussen **S A Mutual Mortgage Investments Corporation (Pty) Ltd**, now called Mortgage Investment Corporation (Pty) Ltd, Eiser, en **Hobbs, Siphon Walter**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping gehou word by die kantore van die Balju vir die Hooggeregshof, Soweto-Wes, Von Brandisstraat 32, Johannesburg, op 23 November 1995 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju vir die Hooggeregshof te Von Brandisstraat 32, Johannesburg, voor die verkoping ter insae sal lê:

Erf 688, Protea Glen-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 216 (twee honderd en sestien) vierkante meter, gehou kragtens Sertifikaat van Eiendomsreg T45752/1991 onderhewig aan die voorwaardes daarin vervat.

Die volgende inligting word verstrek ten aansien van verbeterings alhoewel niks in hierdie verband gewaarborg word nie:

Enkelverdiepinghuis met teëldak bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer, en eetkamer.

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

Vendu-koste betaalbaar op die dag van verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooi R200 (tweehonderd rand).

Couzyn Hertzog & Horak JHB Ingelyf, Eiser se prokureurs, Posbus 2242, Johannesburg, 2000. (Tel. 832-1961.) (Verw. mnr. Van Rensburg/nb/S23S.)

Saak 6985/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank**, Eksekusieskuldeiser, en **Paledi Joseph Ramogale**, Eerste Eksekusieskuldenaar, en **Ledile Evah Ramogale**, Tweede Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 22 September 1995 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 1 Desember 1995 om 10:00, by Landdroskantore, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 6 van Erf 388, geleë in die dorpsgebied Annandale, Registrasieafdeling LS, Noordelike Provinsie, groot 897 (agti nege sewe) vierkante meter, gehou kragtens Akte van Transport T9358/95.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Ladannastraat 60, Annandale, Pietersburg, gebou van steen onder dak van sink en bestaan uit: Sitkamer, TV-kamer, eetkamer, drie slaapkamers, badkamer, kombuis en spens. Buitegeboue bestaande uit dubbelmotorhuis, en opwas.

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

Geteken te Pietersburg op die 18de dag van Oktober 1995.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pionier Sentrum, Marestraat 52, Pietersburg. (Verw. mnr. Nel/LF/ANA245.)

Case 13978/93

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Pieter Willem van Heerden**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 February 1994 and a warrant 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 Erf 825, Parkrand Extension 1 Township, situated at 51 Mullin Street, the Township of Parkrand Extension 1, District of Boksburg, measuring 800 (eight hundred) square metres.

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

Building build of brick and consists of entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, garage, staff-room and w.c.

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

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

Dated at Boksburg on this 23rd day of October 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00073.)

Case 4452/93

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Christoffel Alwyn Rothmann**, First Defendant, and **Jennifer Rothmann**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 July 1993 and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 23 November 1995 at 11:00, at the property namely:

Certain Erf 1215, Sunward Park Extension 3 Township, situated at 11 Kroonhoop Street, the Township of Sunward Park, District of Boksburg, measuring 791 (seven hundred and ninety-one) square metres.

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

Building build of brick and consists of entrance hall, lounge, dining-room, family room, kitchen, scullery, four bedrooms, two bathrooms and w.c.

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

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

Dated at Boksburg on this 23rd day of October 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/AU0197.)

NOTICE OF SALES IN EXECUTION (ALBERTON MAGISTRATE'S COURT)

All sales in execution are to be held at the offices of the Sheriff, Jorahof, 4 du Plessis Street, Florentia, Alberton, on Wednesday, 22nd November 1995 at 10h00.

Nedcor Bank Limited, is the Execution Creditor

The hereinafter mentioned properties will be put up for sale, the material conditions of sale being.

1. The property shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act 32 of 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 6211/93.

Judgment Debtors: **Venter Peter Kelly and Alinah Molelekeng Kelly**

Property: Erf 1111, Eden Park Extension 1 Township, Registration Division IR, the Province of Gauteng, situated at 49 Studebaker Road, Eden Park Extension 1, Alberton.

Improvements: Detached single storey brick built residence under iron roof comprising 3 rooms other than kitchen and bathroom.

Reference: MK0053.

Case Number: 2333/95.

Judgement Debtor: **Sunny-Boy Ben Sauhatse.**

Property: Erf 1210, Mayberry Park Township, Registration Division IR, the Province of Gauteng, situated at 5 Matumi Street, Mayberry Park, Alberton.

Improvements: Detached single storey brick built residence under iron roof comprising 6 rooms other than kitchen and 2 bathrooms with outbuildings comprising servants' quarters, toilet and swimming pool.

Reference: MS0164.

Henry Tucker & Partners, Attorneys for Plaintiff, 6th Floor, Permanent Building, 165 Meyer Street, Germiston. (Ref: Miss Kent) (Tel: (011) 825-1015.)

Saak 5744/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **ABSA Bank Beperk**, Eiser, en **S. L. & G. & S. Truter**, Verweerder

Ten uitvoerlegging van 'n vonnis van die Landdros van Germiston, toegestaan op 26 Mei 1995 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan sal die ondergemelde eiendom in eksekusie verkoop word op 20 November 1995 om 10:00 te Tweede Verdieping, Unitedgebou, Presidentstraat, Germiston, aan die hoogste bieder, naamlik:

'n Woonhuis geleë te Erf 177, Lambton-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 2 023 (tweeduisend en drie-en-twintig) vierkante meter, gehou kragtens Akte van Transport T3847/1990.

Woonhuis geleë te Tweede Laan 30, Lambton, bestaande uit drie slaapkamers, studeerkamer, woonkamer, eetkamer, twee badkamers, twee toilette, kombuis en twee motorhuise met 'n sinkdak.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping. Die volledige voorwaardes van verkoping wat onmiddellik voor die verkoping uitgelees sal word, mag geïnspekteer word by die kantore van die Balju, Germiston-suid, Tweede Verdieping, Unitedgebou, Presidentstraat, Germiston.

Gedateer te Germiston op hede die 9de dag van Oktober 1995.

P. Greyling-Myburgh, vir Greylings, Tweede Verdieping, Volkskasgebou, hoek van Victoria- en Odendaalstraat, Germiston. (Tel. 825-3714/5.) (Verw. mev. D. Greyling-Myburgh/Joy.)

Saak 53337/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as **Allied Bank, Eiser, en Nell, William**, Identity Number 360331 5023 083, Eerste Verweerder, en **Nell, Lucia**, Tweede Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Suid, te Strubenstraat 142, Pretoria, op 22 November 1995 om 10:00 volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenparkhoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 2189, in die dorpsgebied Wierda Park-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T12657/85.

Hierdie eiendom is geleë te Rederburgstraat 62, Wierda Park, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, bad toilet en stort en studeerkamer. *Konstruksie*: Mure: Baksteen. Dak: Teëls. Plafon: Herculite. Vloer: Matte.

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

Terme:

(1) Die eiendom word verkoop sonder reserweprys.
(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die Restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 19de 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/A2141.)

Saak 83/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Dash Investments BK**, handeldrywende as **Dash Sand & Building Materials, Eiser, en Du Toit L. M.**, handeldrywende as **Du Toit's Builders, Eerste Verweerder, en N. E. Jansen van Vuuren**, Tweede Verweerder

Kennis geskied hiermee dat daar ten gevolge van 'n vonnis deur die Hooggeregshof van Suid-Afrika ingevolge 'n lasbrief vir eksekusie uitgereik op 24 Mei 1995 die onderstaande eiendom in eksekusie verkoop sal word op 7 November 1995 om 10:00 deur die Balju te Progressweg 182, Lindhaven, Roodepoort, te wete:

Eiendom: Erf 1684, geleë te Roodekrans, Roodepoort, groot 1 439 (eenduisend vierhonderd nege-en-dertig) vierkante meter.

Verbeterings: Drieslaapkamerwoonhuis met sitkamer, studeerkamer, eetkamer, gesinskamer, twee badkamers, gang, kombuis, bediendekamers en dubbel-motorhuis.

Sonering: Woonhuis.

Voorwaardes van verkoping:

1. Die eiendom sal aan die verkoper verkoop word, vir die bedrag deur die hoogste bieder aan die Balju aanvaar, onderhewig aan die bepalinge van artikel 66(2) van die Landdroshofwet en die voorwaardes van verkoping.

2. 'n Substantiële bougenootskaplening kan opgeneem word deur 'n goedgekeurde koper, en goedgekeurde eiendom volgens algehele diskresie van die Vonniskskuldeiser.

3. Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) plus verkoopkommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n bank-, bougenootskap- of ander aanvaarbare waarborg binne 21 dae na datum van verkoping.

4. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, munisipale belastinge wat agterstallig is en regskoste mag insluit, asook die prokureurs, Balju en/of die afslaer se koste verbonde aan die verkoping.

5. Die eiendom word voetstoots verkoop onderhewig aan die titelvoorwaardes, servitude, dorpsaanlegskemas, en geen waarborg word gegee ten aansien van die grootte en patente of verborge gebreke, uitwinning, die korrektheid van die beskrywing van die eiendom, die verbeterings daarop of sonering daarvan nie.

6. Indien die koper sou nalaat om enige van die voorwaardes van verkoping na te kom, sal die koop verval en sal hy aanspreeklik wees vir verspilte koste en skade.

7. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Roodepoort, om gelees te word, onmiddellik voor die verkoping.

Gedateer te Roodepoort op hede hierdie 12de dag van Oktober 1995.

Wynand du Plessis, Rexstraat 30, Roodepoort. (Tel. 760-1058/9.) (Verw. ID1244/sva.)

Saak 30755/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Pharasi, Madge Matshepo**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Eerste Verdieping, Blok D, Lochner Park, hoek van Richardrylaan en Suttiestraat, Halfweghuis, op 22 November 1995 om 14:30, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Gedeelte 12, soos getoon en meer volledig beskryf in Deelplan SS393/88 in die skema bekend as Northfields en ook bekend as Woonstel 12, Vyfde Straat, Buccleuch, grootte 68 (ses agt) vierkante meter.

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

Hoofgebou: Sitkamer, twee slaapkamers, badkamer/toilet en kombuis. *Buitegeboue:* Motorafdak. *Konstruktuer:* Baksteen met sement.

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.

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

Gedateer te Johannesburg op hede hierdie 23ste dag van Oktober 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8275E.)

Saak 1055/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **Nedcor Bank**, Eiser, en **Naomi Vorster**, Eerste Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 5 September 1995, sal die ondervermelde eiendom op Vrydag, 24 November 1995 om 10:00 te Negende Laan 24, 2470, en die hoogste bieder verkoop word, naamlik:

Resterende Gedeelte van Gedeelte 1 van Erf 746, Lichtenburg, groot 1 509 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots 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 Landdroshof 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 18,25% (agtien 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 bougenootskapaanborg.

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, Lichtenburg, nagesien word.

Gedateer te Klerksdorp op hierdie 18de dag van Oktober 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Boomstraat, Posbus 22, Klerksdorp, 2570. (Verw. A. H. Snyman/CVH/V1.95.)

Case 74835/92

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Noormohamed Abdul Sattar Gani**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 23 November 1995 at 10:00 of:

Erf 1904, situated in the Township of Laudium Extension 2, Registration Division JR, Transvaal, measuring 557 square metres, known as 345 Taj Street, Laudium Extension 2.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria North-west, Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-439474(349453)/JAA/J. S. Herbst.]

Case 7597/91

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

In the matter between **United Bank Limited**, Plaintiff, and **Eddison Joseph Phiri**, 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, 24 November 1995 at 11:00 of:

All right title and interest in the leasehold in respect of Erf 8898 (previously known as Erf 1135), in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 375 square metres, known as Erf 8898 (previously known as Erf 1135), Mamelodi Extension 2.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms and bathroom.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-4 48585(360988)/JAA/J. S. Herbst.]

Case 6736/95

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

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **Andre Willem van Niekerk**, 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, 24 November 1995 at 11:00, of:

Erf 458, situated in the Township of The Orchards Extension 10, measuring 1 014 square metres, known as 14 Goosen Street, The Orchards Extension 10.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, study and two carports.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-448576/JAA/J. S. Herbst.)

Case 5672/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Jacobus Johannes Petrus Cornelius van Zyl**, First Defendant, and **Anna Helena Martha van Zyl**, Second Defendant

A sale will be held on Friday, 24 November 1995 at 08:30, by the Sheriff for Brits, at the office of the Sheriff, First Floor, Theo Building, 42 Murray Avenue, Brits, of:

Erf 411, in the Township of Schoemansville, Registration Division JQ, Transvaal, in extent 1 487 square metres, known as 73 Devalera Street, Schoemansville.

Particulars are not guaranteed.

Dwelling with two lounges, family room, dining-room, kitchen, three bedrooms, bathroom (shower/toilet, bath/toilet and toilet), study, laundry, staff room, two garages and outside toilet.

Inspect conditions at the Sheriff for Brits at the office of the Sheriff, First Floor, Theo Building, 42 Murray Avenue, Brits.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-429978(404820)/JAA/J. S. Herbst.]

Case 2878/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **William Nelson Green**, First Defendant, and **Anneline Green**, 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, 24 November 1995 at 11:00, of:

Remaining Extent of Erf 250, Hestepark Extension 8 Township, Registration Division JR, Transvaal, measuring 425 square metres, known as 126 Rooihartbees Street, Hestepark Extension 8.

Particulars are not guaranteed.

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

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-439486/JAA/J. S. Herbst.)

Saak 10235/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Richard van Zyl**, in sy hoedanigheid as genomineerde van ABSA Trust Beperk, Eksekusieskuldeiser, en **Lesia Susanna van Dyk**, Eksekusieskuldenaar

Kragtens 'n vonnis van die Landdroshof, Pietersburg, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof, Pietersburg, gedateer 5 Januarie 1995, sal die ondergemelde vaste eiendom van die Eksekusieskuldenaar per openbare veiling op 24 November 1995 om 10:00, te koop aangebied word aan die hoogste bieder voor die Landdroshof, Pietersburg:

Hoewe 14, Elmadal-landbouhoewes, Registrasieafdeling LS, die Noordelike Provinsie, groot 4,282 hektaar, gehou kragtens Akte van Transport T55428/1993.

'n Deposito van 10% (tien persent) van die koopprys is betaalbaar op die datum van die verkoping en die balans is betaalbaar binne 21 (een-en-twintig) dae vanaf die datum van die verkoping.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal op die veroping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Baju, Pietersburg, Bokstraat 56A, Pietersburg, en by die kantore van die Eksekusieskuldeiser as prokureurs.

Geteken te Pietersburg op hierdie 24ste ag van Oktober 1995.

C. Britz, vir Geldenhuys Van Zyl, PVF-huis, Markstraat 29, Posbus 2977, Pietersburg. (Verw. Britz/AM/450201.)

Saak 11182/94

AANHANGSEL "A"

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsial Afdeling)

In die saak tussen **Comet Construction Contractor BK**, Eiser, en **M. J. S. Strydom**, handeldrywende as M. J. Konstruksie, Verweerder

'n Eksekusieverkoping vind op Vrydag, 24 November 1995 om 11:00, plaas te die kantore van die Balju, Wonderboom, geleë te Gedeelte 83, Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, en sal die verkoopvoorwaardes voor die aanvang van die verkoping uitgelees word. Die eiendom wat verkoop staan te word word verkoop sonder enige waarborge ten opsigte van enige beskrywing en/of verbeterings en staan bekend as:

Gedeelte 282 van die plaas Witfontein 301, Registrasieafdeling JR, Transvaal.

Verbeteringe: Sewe slaapkamers met drie badkamers en aparte toilet, drie sitkamers, eetkamer, studeerkamer, kombuis en opwaskamer, vyf garages, twee bediendekamers, stoorkamer, boorgat, swembad en omheining.

Cillers, Kerklaan 350, hoek van Queensingel, Lynnwood. [Tel. (012) 348-9670.] [Faks. No. (012) 47-2285.] (Verw. 11306/JH Cilliers/an.)

Case 6940/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Hendrikus Jaensch Mare**, First Defendant, and **Hendrina Barrendina Mare**, Second Defendant

A sale in execution will be held on 24 November 1995 at 11:00, at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road), Bon Accord, of:

Erf 3104, situated in the Township of Doornpoort Extension 29, Registration Division JR, Transvaal, measuring 544 square metres, known as 641 Dovea Street, Doornpoort Extension 29.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Single storey, brick walls, tiled roof, fitted carpets, tiles, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c, garage, fenced and drive pavings.

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.1402.)

Case 4654/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Susan Visser**, Defendant

A sale in execution will be held on 24 November 1995 at 11:00, at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road) Bon Accord:

Erf 1969, situated in the Township of Doornpoort Extension 1, Registration Division JR, Transvaal, measuring 1 374 square metres, known as 6 Musa Place, Doornpoort Extension 1.

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

Single-storey dwelling, brick walls, tiled roof, fitted carpets, tiles, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, two garages, covered stoep, outside w.c., fenced, screen walls and court-yard.

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.9474.)

Case 2136/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jan Hendrik Engelbrecht**, Defendant

A sale in execution will be held on 23 November 1995 at 10:00, at 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria:

Remaining Extent of Portion 4 (portion of Portion 1) of Erf 556, situated in the Township of Mountain View, Registration Division JR, Transvaal, measuring 1 493 square metres, known as 387 Ivor Avenue, Mountain View, Pretoria.

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

Single-storey dwelling, brick walls, corrugated iron roof, fitted carpets, novilon, lounge, dining, kitchen, three bedrooms, bathroom, w.c., back and front stoeps, entrance hall, TV-room, garage, two stores, outside w.c., concrete walls, brick walls and concrete pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney, (Ref. Mr Stolp/RH/M:1233.)

Case 32288/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Cathrina Magretha Botha**, Defendant

A sale in execution will be held on 22 November 1995 at 10:00, at 142 Struben Street, Pretoria:

Erf 577, situated in the Township of Brooklyn, Registration Division JR, Transvaal, measuring 2 552 square metres, held by the Defendant by virtue of Deed of Transfer T34035/88, known as 463 Charles Street, Brooklyn.

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

Single-storey dwelling, slate roof, brick walls, fitted carpets, tiles, lounge, dining-room, study, kitchen, entrance hall, TV-room, four bedrooms, two bathrooms, shower, two w.c.'s, two servants' rooms, store, outside w.c., laundry, two garages, bore-hole, swimming-pool (not in use), brick walls, concrete walls, screen walls and pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney, (Ref. Mr Stolp/RH/M.9911.)

Case 50607/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Francois Carstens**, Defendant

A sale in execution will be held on 22 November 1995 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 1698, situated in the Township The Reeds Extension 5, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 9 Katz Street, The Reeds Extension 5.

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

Dwelling, single storey, IBR-roof, brick walls, fitted carpets, tiles, lounge/dining-room, kitchen, three bedrooms, bathroom, shower, w.c., single carport, brick walls, concrete walls and pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney, (Ref. Mr Stolp/RH/M.1379.)

Case 21815/95

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

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

A sale in execution will be held on 22 November 1995 at 10:00, at 142 Struben Street, Pretoria, of:

Section 1, as shown and more fully described on Sectional Plan SS544/94, in the buildings known as Moreletapark 4432, in the Township Erf 4432, Moreletapark, Pretoria, Local Authority City Council of Pretoria, of which the floor area, according to the said sectional plan is 206 square metres in extent; together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said section plan apportioned to the said section in accordance with the participation quota of the said section; held by the Defendant under Deed of Transfer T62998/94, known as Unit 1, 15 Renwood Street, Moreletapark.

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

Duet: Tiled roof, brick walls, lounge, dining-room, study, kitchen, family room, three bedrooms, two bathrooms, shower, two w.c.'s, two stoeps, outside w.c., double garage, garden and parking.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney, (Ref. Mr Stolp/RH/M.1289.)

Case 28526/95

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

In the matter between **Transnet Limited**, Plaintiff, and **Theunis Gerhardus Nicolaas Swanepoel**, Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 21 November 1995 at 10:00 of:

Remaining Extent of Portion 10 of Erf 128, East Lynn Township, Registration Division JR, Transvaal, measuring 1 318 square metres, known as 62 Stormvoël Road, East Lynne, Pretoria.

Particulars are not guaranteed.

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

Inspect conditions at Sheriff, Pretoria North-East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N2/A-439436/JAA/J. S. Herbst.)

Case 32889/93

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Elizabeth Johanna Potgieter**, Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 21 November 1995 at 10:00, of:

Section 5, as shown on Sectional Plan SS2/82 in the building Alhari, situated at Erf 135, in the Town of Sunnyside (Pta), Registration Division JR, Transvaal Local Authority City Council of Pretoria measuring 68 square metres; and an undivided share in the common property in the land and building held under Deed of Transfer ST107202/92, dated 2 December 1992, known as Flat 5, Alhari, 152 Troye Street, Sunnyside.

Particulars are not guaranteed.

One and a half-bedroomed flat with lounge, kitchen, bathroom and carport.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-448600(371780)/JAA/J. S. Herbst.]

Case 57368/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Petrus Adriaan Louis Venter**, Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 21 November 1995 at 10:00, of:

Section 10, as shown on Sectional Plan SS61/87 in the building Hollywood Heights, situated at Remaining Extent of Erf 1273, Sunnyside, Local Authority: Pretoria, measuring 74 square metres; and an undivided share in the common property in the land and building held under Deed of Transfer ST94544/92, dated 20 October 1992, known as Flat 22, Hollywood Heights, corner of Jorison and Troye Streets 126, Sunnyside, Pretoria.

Particulars are not guaranteed.

One and a half-bedroomed flat with lounge, kitchen, bathroom and two carports.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-448555/JAA/J. S. Herbst.)

Case 54354/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Andries Hermanus van Tonder**, Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 21 November 1995 at 10:00, of:

Section 52 as shown on Sectional Plan SS85/1980, in the Building Kingsway, measuring 44 square metres; and an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST85/1980 (52) (Unit) dated 9 October 1980, known as Flat 401, Kingsway, 485 Schoeman Street, Pretoria.

Particulars are not guaranteed.

Bachelor flat with lounge, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-448573/JAA/J. S. Herbst.)

Case 8295/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Dihlaoka Cardinal Makgatho**, Defendant

A sale in execution will be held on Wednesday, 22 November 1995 at 10:00, by the Sheriff for Evander, District of Highveld Ridge, at the Sheriff's Office, 23 Rotterdam Road, Evander, of:

All right, title and interest in the leasehold in respect of Erf 9081, eMbalenhle Extension 12 Township, Registration Division IS, Transvaal, in extent 252 square metres, known as Erf 9081, eMbalenhle Extension 12.

Particulars are not guaranteed: Dwelling with lounge, kitchen, three bedrooms and bathroom.

Inspect conditions at the Sheriff for Evander, District of Highveld Ridge, at the Sheriff's Office, 23 Rotterdam Road, Evander.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N5/A-443662/JAA/J S Herbst.)

Case 9414/95

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Louwrens Alezander Koorsen**, First Defendant, and **Laetitia Koorsen**, Second Defendant

In pursuance of a judgment granted on 3 October 1995, in the above-mentioned Honourable Court and warrant of execution dated 2 October 1995, the following property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, on 24 November 1995 at 11:15:

Certain Portion 6 of Erf 939, Dawnpark Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, known as 9 Impala Street, Dawnpark, Boksburg.

Description: Dwelling and outbuildings. Improvements are not guaranteed.

Terms: 10% (ten per centum) of the purchase price, plus Sheriff's commission of 5% (five per centum) of the proceeds of the sale to a price of R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 and a minimum of R200 must be paid to the Sheriff of the Court in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale, may be inspected at their offices at 182 Leeuwpoot Street, Boksburg.

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

P. W. Möller, for Möller, Venter & Associates, Attorney for Plaintiff, First Floor, Dominium Building, 314A Commissioner Street, Boksburg. (Tel. 917-9863/4.) (Ref. Mrs Buchanan.)

Case 16750/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Charlene van Niekerk**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff Pretoria East, at 142 Struben Street, Pretoria, on 22 November 1995 at 10:00, of the following property:

A unit consisting of—

(a) section 64, as shown and more fully described on Sectional Plan SS202/1982, in the scheme known as Malonica, in respect of the land and building or buildings situated at Erf 1867, Silverton Township, Central Pretoria Metropolitan Substructure, of which section the floor area according to the said sectional plan is 46 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST202/1982(64)(Unit).

Street address: Flat 301, Malonica, 477 Pretoria Road, Silverton, Pretoria.

Improvements on the property: Bedroom, kitchen, dining-room, bathroom/toilet and lounge. Dwelling flat.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at 142 Struben Street, Pretoria.

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

Saak 58432/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOUD TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **Jacobus Herculaas de la Rey**, Eerste Verweerder, en **Estelle de la Rey**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 11 Oktober 1995, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieder op 22 November 1995 om 10:00:

Erf 262, geleë in die dorpsgebied Menlo Park, Registrasieafdeling JR, Provinsie van Gauteng, groot 1 351 (eenduisend driehonderd een-en-vyftig) vierkante meter (beter bekend as Andersonstraat 404, Menlo Park).

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 verbetering word verskaf maar nie gewaarborg nie:

Enkelverdieping woonhuis met vier slaapkamers, badkamer, ingangsportaal, kombuis, TV-kamer, sitkamer, eetkamer, opwaseenheid met twee motorhuise, stort, swembad met ekstra drie slaapkamers woonhuis, twee badkamers, stort, kombuis, sitkamer, eetkamer en TV-kamer, geskik vir duetdoeleindes.

3. *Terme:* 10% (tien persent) van die koopprijs onmiddellik by aangaan van die koop en die volle belans 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-waarborg 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, Balju Oos.

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Vloer, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58045.)

Case 5277/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Piek, Maria Catharina**, 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 24 November 1995 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Springs, prior to the sale:

Certain Erf 198, Modder East Township, Registration Division IR, the Province of Gauteng, situated at 6 Kerkenberg Street, Modder East, Springs, measuring 1 398 (one thousand three hundred and ninety-eight) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 24th day of October 1995.

Hammond Pole & Dixon, c/o Mark Yamlin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00121.)

Case 12613/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Vorkel, Catherine Elizabeth**, 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 24 November 1995 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Springs, prior to the sale:

Certain Erf 487, Springs Township, Registration Division IR, the Province of Gauteng, situated at 100 Fourth Street, Springs, measuring 495 (four hundred and ninety-five) square metres.

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

Three empty shops built of brick and plaster, iron roof comprising of carpets, tiles and an open parking.

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 24th day of October 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00103.)

Saak 20271/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Applikant, en **Rielly, G. A.**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 12 September 1995, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 24 November 1995 om 10:00, by die kantore van die Balju te Sandown te die Verkooplokaal, Grondvloer, Graystonrylaan 100, Sandown, aan die hoogste bieder:

Erf 854, Hurlingham-uitbreiding 5, Registrasieafdeling IR, Transvaal, groot 876 (agt sewe ses).

Sonering: Woonhuis.

Gehou kragtens Akte van Transport T45381/93, geleë te Goedehoopstraat 22, Hurlingham-uitbreiding 5.

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

Die eiendom bestaan uit gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediendekamer met toilet, dubbel garage, omhein deur steensement mure, swembad, opwaskamer, tuin en teëldak.

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 17de dag van Oktober 1995.

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] (Fax: (011) 331-9700.) (Verw. mnr. Du Randt/R69.)

**Case 17384/94
PH 104**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van der Westhuizen, Aletta**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 24 November 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Section 11 as shown and more fully described on Sectional Plan SS 117/1988 in the scheme known as Apollonia Gardens, situated in the Township of Beyerspark Extension 5, being Flat 34, Apollonia Gardens, 565 Edgar Avenue, Beyerspark Extension 5, Boksburg.

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: 64 (sixty-four) square metres.

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

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

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

Dated at Johannesburg on this 23rd 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/VA.305.)

Case 21581/95
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 **Addley, Colin Anthony Michael**,
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 28 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain: Erf 88, situated in the Township of Jukskeipark, Registration Division IQ, Transvaal, being 17 Chroom Street, Jukskeipark, Randburg.

Measuring: 1 982 (one thousand nine hundred and eighty-two) square metres.

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

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

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

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

Dated at Johannesburg on this 23rd 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/A.125.)

Case 16379/95
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 **Zheng, Ning**, First Execution Debtor, and
Zheng, Chong Zhi Ni, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 24 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 Erf 249, situated in the Township of Paulshof, Registration Division IR, Transvaal, being 7 Clifton Street, Paulshof, Sandton, measuring 2 668 (two thousand six hundred and sixty-eight) square metres.

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

A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, two studies, laundry, three bedrooms, two bathrooms with outbuildings with similar construction comprising of double carport, servant's room, bathroom, two store-rooms and swimming-pool. The second dwelling comprising lounge/dining-room, two bedrooms, bathroom, laundry, kitchen, scullery, games room, sew area and store-room.

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

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

Dated at Johannesburg on this the 24th day of 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/Z63.)

Saak 13431/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Charles Burns**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 3 Augustus 1994 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 24 November 1995 om 11:00:

Gedeelte 117 ('n gedeelte van Gedeelte 106) van die plaas Derdepoort 326, Registrasieafdeling JR, Gauteng, groot 9,1970 hektaar, gehou kragtens Akte van Transport T73940/1988.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Gepleisterde klinkersteen huis bestaande uit twee hoofgeboue, twee buitegeboue en twee woonstelle onder 'n hoë sink- en grasdak, gedeelte dubbelverdieping. Die een hoofgebou en woonstel het 'n grasdak en die ander hoofgebou en woonstel het 'n staaldak. Die eerste hoofgebou en woonstel bestaan uit ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, twee slaapkamers, twee toilette/bad/storte met 'n gedeelte wat gebruik word as restaurant-area. Die ander hoofgebou bestaan uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer/toilet. Die ander buitegebou bestaan uit garage, stoorkamer en w.c. Die twee woonstelle het elk 'n sitkamer, kombuis, slaapkamer en badkamer met toilet. Die eiendom het beide aangehegte en losstaande buitegeboue. Die een buitegebou bestaan uit twee bediendekwartiere, stoorkamer en badkamer/toilet. Die eiendom het twee boorgate en is gesoneer vir landboudoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 26ste dag van Oktober 1995.

D. Pieterse, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. D. Pieterse/F.11509/W. Spray.)

Saak 24967/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Beperk** (62/00738/06), Eiser, en **Helene Lynn Smith**, Eerste Verweerder, en **Leon William Smith**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 29 November 1995 om 10:00 deur die Balju vir die Hooggeregshof, Klerksdorp, gehou te die perseël, Marsstraat 6, Wilkoppies-uitbreiding 29, Klerksdorp, aan die hoogste bieder.

Erf 1154, geleë in die dorp Wilkoppies-uitbreiding 29, Registrasieafdeling IP, die provinsie Noordwes, groot 1 251 vierkante meter, gehou kragtens Akte van Transport T24476/94.

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

Straatadres: Marsstraat 6, Wilkoppies-uitbreiding 29, Klerksdorp.

Verbeterings: Woonhuis met sinkdak, ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers, toilet, kroeg, aantrekkamer, twee garages, motorafdak, buitekamer met toilet, steenplaveisel, steenmure en swembad.

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 verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Klerksdorp, te die Balju se Kantoor, Teaklaan 11, Klerkindustria, Klerksdorp.

Gedateer te Pretoria hierdie 25ste dag van Oktober 1995.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9568/94/BVDM.)

Case 6465/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jacques Binneman**, Verweerder

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, 24 November 1995 at 11:00:

(a) Unit 33, as shown and on Sectional Plan SS3/94, in the building Ilsepark, situated at Erf 1622, The Orchards Extension 11, Township Local Authority, City Council of Akasia, is measuring 57 square metres; and

(b) An undivided share in the common property in the land and building held under Certificate of Sectional Registered Title No. ST8475/1994, dated 8 February 1994, known as Flat 33, Ilsepark, Hulton Avenue 201, The Orchards Extension 11.

Particulars are not guaranteed.

Flat: Lounge, two bedrooms and bathroom.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-443646/JAA/M. Oliphant.)

Case 2389/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jacob Gerhardus du Bruyn**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 24 November 1995 at 11:00:

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

Particulars are not guaranteed.

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

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

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

Case 2889/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Hendrik de Lange**, First Defendant, and **Susan Dalene de Lange**, 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, 24 November 1995 at 11:00:

Erf 143, situated in the Orchards Extension 2 Township, Registration Division JR, Transvaal, measuring 1 019 square metres, known as 1 Malherbe Street, The Orchards Extension 2.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom, shower and toilet and outside toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-439438(392367)/JAA/M. Oliphant.)

Case 19233/90

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **P. V. Padayachey**, First Defendant, **P. V. Padayachey**, Second Defendant, **K. V. Padayachey**, Third Defendant, **V. Padayachey**, Fourth Defendant, and **D. Padayachey**, Fifth Defendant

A sale will be held at Olivetti House 603A, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 23 November 1995 at 10:00:

Erf 490, situated in the Township of Laudium, Registration Division JR, Transvaal, measuring 806 square metres, known as 204 Emerald Street, Laudium, Pretoria.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, five bedrooms, two bathrooms and study, single garage, servant's room and toilet.

Inspect conditions at Sheriff Pretoria North West, 203 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) [Ref. N1/B-439445(392310)(251305)/JAA/M. Oliphant]

Case 40266/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Bernard Henry Swart**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 22 November 1995 at 10:00:

Erf 1197, Waterkloof Ridge Extension 2 Township, Registration Division JR Transvaal, measuring 1 487 square metres, known as 406 Ridgeview Avenue, Waterkloof Ridge.

Particulars are not guaranteed: Dwelling, entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms and study, double garage, staff room, two toilets, two showers, family room and gym.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-443614/JAA/M. Oliphant.)

Case 67111/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Hendrik Grobler**, First Defendant, and **Johannes Hendrik Grobler Senior**, in sy hoedanigheid as Borg, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 22 November 1995 at 10:00:

(a) Unit 29, as shown on Sectional Plan SS202/82, in the building Malonica, measuring 72 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Registered Sectional Title ST202/82(29)(Unit) dated 21 October 1982, known as Flat 111, Malonica Flats, 477 Pretoria Road, Silverton.

Particulars are not guaranteed.

Flat: Entrance hall, lounge, dining-room, kitchen, bedroom and bathroom and carport.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-419274/JAA/M. Oliphant.)

Case 52787/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Cornelius Johannes van der Westhuizen**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 22 November 1995 at 10:00:

(a) Section 1, as shown on Section Plan SS274/95, in the building Erf 1642, Zwartkop Extension 8, situated at Erf 1642, in the Township of Zwartkop Extension 8, local authority, Southern Pretoria Metropolitan Substructure, measuring 100 square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST39646/1995, dated 4 April 1995, known as Section 1 (duet), Erf 1642, Zwartkop Extension 8, 13A Alkaliën Street, Zwartkop.

Particulars not guaranteed.

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

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-448546/JAA/M. Oliphant.)

Case 56351/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Paul Christopher Fuller-Petersen**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 21 November 1995 at 10:00:

(a) Section 17, as shown on Sectional Plan SS86/80 in the building Euclea, Portion 1 of Erf 655, Muckleneuk, local authority, City Council of Pretoria, measuring 86 (eighty-six) square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST86/80(17)(Unit) dated 9 October 1980, known as Flat 204, Euclea, 315 Walker Street, Muckleneuk.

Particulars are not guaranteed.

For residential use. Flat: Lounge/dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-448562/JAA/M. Oliphant.)

Case 50327/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Stephanus Cloete**, First Defendant, and
Annemarie Cloete, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 21 November 1995 at 10:00:

(a) Unit 16, as shown on Sectional Plan SS50/81 in the building Camara, situated at Erf 1283, Arcadia, Local Authority, City Council of Pretoria, measuring 105 square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST52299/1993 dated 7 July 1994, known as Flat 208, Camara Flats, 260 Wessels Street, Arcadia, Pretoria.

Particulars are not guaranteed.

For residential use. *Flat*: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and garage.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-414159/JAA/M. Oliphant.)

Saak 47597/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Fidelity Bank Beperk**, Eiser, en **P. G. van der Westhuizen**, Eerste Verweerder, **T. van der Westhuizen**, Tweede Verweerder, en **D. D. Hepburn**, Derde Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), op 24 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 1494, geleë in die dorpsgebied The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 1 152 vierkante meter, beter bekend as Walterstraat 10, The Orchards-uitbreiding 11, Pretoria.

Bestaande uit vier slaapkamers, sitkamer, eetkamer, kombuis, TV kamer en twee badkamers (geen waarborg word in hierdie verband deur ons gegee nie).

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart Prokureurs, Suite 11.13, De Bruynparkgebou, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/Juf. Stoltz/BF0028.)

Saak 26819/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Meadow Feeds Transvaal**, Eiser, en **F. J. Odendaal Boerdery CC**, Eerste Verweerder, **F. J. Odendaal**, Tweede Verweerder, en **A. A. Odendaal**, Derde Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 22 November 1995 om 10:00, van die ondervermelde eiendom van die Verweerders, 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 2458, geleë in die dorpsgebied Wierda Park-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 500 vierkante meter, beter bekend as Memelstraat 2, Wierda Park-uitbreiding 2, Pretoria.

Bestaande uit drie slaapkamers, twee badkamers, aparte toilet, sitkamer, eetkamer, gesinskamer, kombuis, motorhuis, bediendekamer met toilet, woonstel met twee vertrekke en badkamer (geen waarborg word in hierdie verband deur ons gegee nie).

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart Prokureurs, Suite 11.13, De Bruynparkgebou, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/Juf. Stoltz/BV0054.)

Case 13607/91
PH 88IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The African Bank Limited**, Plaintiff, and **Jaime Mulungu**, Defendant

In pursuance of a judgment of the Supreme Court granted on 30 March 1993, and a warrant of execution issued in pursuance thereof the right, title and interest in the undermentioned property will be sold in execution on Tuesday, 21 November 1995 at 10:00, by the Sheriff of the Court at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder namely:

Erf 141, Moseleke East, Katlehong, measuring 366 (three hundred and sixty-six) square metres, held under Title Deed of TL10828/89, Registration Division IR.

The property can be described as follows:

Dwelling of standard four roomed house, consisting of two bedrooms, kitchen, lounge/dining-room, combined and bathroom. There is a garage detached from the house which serves as a spaza shop.

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, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Signed at Johannesburg this 24th day of October 1995.

Nelson Bornman & Partners Inc., Sixth Floor, African Bank Centre, 56 Marshall Street, P.O. Box 61359, Marshalltown. (Tel. 838-6782.) (Ref. Mr Tlhotlhalameja/HA0661/em.)

Case 10816/95
PH 396IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **Schäfer, Rüdiger**, First Execution Debtor, and **Schäfer, Corné**, Second Execution Debtor

Be pleased to take notice that on Wednesday, 22 November 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 142 Struben Street, Pretoria:

Certain Erf 631, Noordwyk Extension 15 Township, Registration Division JR, Gauteng Province, measuring 1 020 square metres, and held by Deed of Transfer T52412/93, situated at 31 Tambotie Circle, Noordwyk Extension 15.

Description: A dwelling consisting of entrance hall, lounge, dining-room, family room, two bedrooms, bathroom, separate toilet, kitchen, laundry and study.

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

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

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

4. The risk and benefit in and to the property shall pass to the purchaser on the date of 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 27th day of September 1995.

J. Meiring, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton International Trade Centre, Commissioner Street, Johannesburg; Docex 2, Randburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z21104.)

Saak 10816/95
PH 396IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Schäfer, Rüdiger**, Eerste Eksekusieskuldenaar, en **Schäfer, Corné**, Tweede Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word by die kantore van die Balju te Strubenstraat 142, Pretoria, op Woensdag, 22 November 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggeregshof, Strubenstraat 142, Pretoria, voor die verkoop:

Erf 631, Noordwyk-uitbreiding 15-dorpsgebied, Registrasieafdeling JR, Gauteng Provinsie, grootte 1 020 vierkante meter, en gehou deur Akte van Transport T52412/1993, synde Tamboti Circle 31, Noordwyk-uitbreiding 15.

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

Geboue en verbeterings: 'n Huis met ingangsportaal, sitkamer, eetkamer, familiekamer, twee slaapkamers, badkamer, aparte toilet, kombuis, waskamer en studeerkamer.

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 koper op datum van aankoop.

Gedateer te Johannesburg hierdie 27ste dag van September 1995.

J. Meiring, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Verw. S. Pitchers/Z21104.)

Saak 47250/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stabilitas Eksekuteurskamer (Edms.) Bpk.**, Eiser, en **Martha Susanna Coetzer**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief tot eksekusie gedateer 15 Augustus 1995, sal die ondervermelde eiendom geregtelik verkoop word per publieke veiling op 22 November 1995 om 10:00, te Strubenstraat 142, Pretoria, aan die persoon wie die hoogste bod maak:

Die eiendom verkoop te word te Eenheid 49, Overton SS15/85, Erf 1956, Silverton, Pretoria, groot 31 vierkante meter, geleë te Overtonwoonstelle C707, De Boulevardstraat 265, Silverton, Pretoria.

Eenslaapkamerwoonstel met badkamer en kombuis.

Geen waarborge betreffende verbeterings word gegee nie en verkoping is voetstoots.

Die voorwaardes van die verkoping lê ter insae by die kantore van die Balju, Pretoria-Oos, te Strubenstraat 142, hoek van Bosman- en Strubenstraat, Pretoria, vanaf datum van hierdie kennisgewing.

Geteken te Pretoria op hierdie 25ste dag van Oktober 1995.

Gildenhuys Van der Merwe Ing., 16de Verdieping, Sanlam Plaza-Oos, Schoemanstraat 185, Pretoria. (Verw. H. Nortje/lm.)

Saak 81880/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Christoffel Johannes Jacobus van Jaarsveldt**, Eerste Verweerder, en **Laetitia Susanna van Jaarsveldt**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te N.G. Sinodalesentrum, Visagiestraat 234, Pretoria, op 21 November 1995 om 10:00 van:

Gedeelte 1 van Erf 1575, in die dorp Villieria, Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T228/93 (beter bekend as 23ste Laan 440, Villieria).

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

Verbeterings: 'n Woonhuis met baksteenmure, teëldak, volvloermatte, keramiekteëlvloere en plankvloere, bestaande uit 'n sitkamer, gesinskamer, eetkamer, kombuis, drie slaapkamers, badkamer met bad en toilet, naaldwerkkamer, spens en patio. *Buitegeboue:* Personeelkamer, stoorkamer, motorhuis, motorafdek en toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

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

Saak 10401/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Petrus Johannes Dirkse Prinsloo**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 24 November 1995 om 11:00 van:

Erf 2265, geleë in die dorp Sinoville-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 791 vierkante meter, gehou kragtens Akte van Transport T48172/91 (beter bekend as Hans Merenskysstraat 529, Sinoville-uitbreiding 6).

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

Verbeterings: 'n Baksteenwoonhuis bestaande uit 'n sitkamer, eetkamer, gesinskamer, kombuis, drie slaapkamers en twee badkamers. *Buitegeboue:* Motorhuis en toilet.

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

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

Saak 54864/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jacobus Petrus Philippus Ferreira**, Eerste Verweerder, en **Marylyne Ferreira**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 22 November 1995 om 10:00 van:

Erf 1185, geleë in die dorp Heuweloord-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T41783/88 (beter bekend as Springbarkstraat 24, Heuweloord).

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, volvloermatte, vinylteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers met bad, toilet en stort. *Buitegeboue:* Personeelkamers, enkelmotorhuis en toilet.

Besigtig voorwaardes by die Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

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

Saak 58171/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Klaas George Skosana**, Eerste Verweerder, en **Sharon Sehorane Skosana**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria, op 22 November 1995 om 10:00 van:

Erf 349, in die dorpsgebied Silver Lakes, Registrasieafdeling JR, Transvaal, groot 977 vierkante meter, gehou kragtens Akte van Transport T25300/95 (beter bekend as Bolly Bunionlaan 17, Silver Lakes, Pretoria).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrekk, maar nie gewaarborg nie: 'n Leë erf met geen verbeterings.

Die eiendom is gesoneer vir woondoeleindes.

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

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

Saak 22713/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Rui Alfredo Oliveira Passos**, Eerste Verweerder, en **Jolani-Mari Passos**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te N. G. Sinodalesentrum, Visagiestraat 234, Pretoria, op 21 November 1995 om 10:00 van:

Resterende Gedeelte van Gedeelte 1 van Erf 499, Gezina-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 661 vierkante meter, gehou kragtens Akte van Transport T95151/92 (beter bekend as Jacobstraat 554, Gezina).

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

Verbeterings: 'n Baksteen woonhuis met sinkdak en houtvloere, bestaande uit 'n sitkamer, kombuis, drie slaapkamers en badkamer. *Buitegeboue:* Personeelkamer, stoorkamer, motorhuis en toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

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

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Christa Vanheel**, Eerste Verweerder, en **Johannes Gerhardus van Kruiselbergen**, Tweede Verweerder, en **Frans van Kruiselbergen**, Derde Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sakso Meule, ou Warmbadpad, Bon Accord), op 24 November 1995 om 11:00 van:

Erf 445, geleë in die dorpsgebied Florauna-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 239 vierkante meter, gehou kragtens Akte van Transport T103524/94 (beter bekend as Ixiastraat 186, Florauna).

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, volvloermatte en keramiekteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers. *Buitegeboue:* Dubbelmotorhuis en bediendekamer.

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

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

Case 15799/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Govender, Gonaseelan**, First Defendant, and **Govender, Pillay Govindamah**, 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 24 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 2007, Dalpark Extension 6 Township, Registration Division the Province of Gauteng, situated at 6 Silverbush Crescent, Dalpark Extension 6, Brakpan, measuring 795 (seven hundred and ninety-five) 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, three bedrooms, bathroom with a separate w.c. and a garage.

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

Dated at Johannesburg on the 26th 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/AU0209.)

Case 26007/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Hunter, William Charles**, First Defendant, and **Hunter, Panagoula**, 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 24 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 127, Brenthurst Township, Registration Division the Province of Gauteng, situated at 54 Lapping Road, Brenthurst, Brakpan, measuring 887 (eight hundred and eighty-seven) 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, three bedrooms, bathroom with a separate w.c., scullery, laundry, stoep, garage and a 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 the 26th 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/U00305.)

Saak 21260/95

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Bikitsha, Nolitha**, Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 23 November 1995 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 4, soos getoon en volledig beskryf op Deelplan SS65/1981, in die skema bekend as Carter Hall, ten opsigte van die grond en gebou of geboue geleë in die dorpsgebied Berea, plaaslike owerheid Johannesburg, waarvan die vloeroppervlakte, volgens gemelde deelplan, 119 vierkante meter groot is, ook bekend as Woonstel 104, Carter Hall, hoek van Tudhopelaan en Hillbrowstraat, Berea.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Woonstel met sitkamer, twee slaapkamers, kombuis en badkamer.

Datum: 24 Oktober 1995.

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

Saak 1480/95

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, voorheen Allied Bouvereniging, Eksekusieskuldeiser, en **M. Pestana**, Eerste Eksekusieskuldenaar, en **M. O. Pestana**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Property Mart Afslaers, op 28 November 1995 om 10:00, te Quintus van der Waltstraat 24, Norkem Park-uitbreiding 1, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaers te Eerste Verdieping, Pogir Bastion Ins. Huis, 244 Louis Bothalaan, Orange Grove:

Sekere Erf 572, Norkem Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T70542/94, grootte 991 (negehoenderd een-en-negentig) vierkante meter, ook bekend as Quintus van der Waltstraat 124, Norkem Park-uitbreiding 1.

Beskrywing: Woning bestaande uit twee badkamers, eetkamer, drie slaapkamers, kombuis, sitkamer, twee toilette, familie/TV kamer, alles onder 'n teëldak, 'n motoroprit, twee motorhuise, en 'n swembad.

Die eiendom is omhein met steenmuur en drie betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die afslaer.

Geteken te Kempton Park op hierdie 23ste dag van Oktober 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstaat, Kempton Park, 1620.
(Verw. mev. Van Heerden/AB1503.)

Case 19867/92

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mkhwanazi, Mordecai N.O.**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 30 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, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 831, Protea North Township, Registration Division IQ, Transvaal, measuring 232 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL8190/1986, being 831 Matsie Street, Protea North, Tshiawelo.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by 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 20th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. Tel. 331-0511. (Ref. Z50614/JHBFCLS/Mr McCallum/cvnd.)

Case 34638/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Malindi, David**, First Defendant, and **Malindi, Mapaseka Irene**, 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, 28 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11681 (previously Erf 1010), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 m², held by the Defendants under Deed of Transfer TL38575/91, being 11681 Tokoza Extension 2.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by 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 20th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z90340/JHBFCLS/Mr McCallum/cvdn.)

Case 31935/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Van Deventer, Margaretha Susanna**, First Defendant, and **Van Deventer, Hendrik Johannes Martines**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 30 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, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 248, Bassonia Township, Registration Division IR, Transvaal, measuring 1 259 m², held by the Defendants under Deed of Transfer T13054/1988, being 35 Dibberick Drive, Bassonia.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, four bedrooms, kitchen, laundry, scullery, pantry, two bathrooms/shower/toilet, garage, servant's room and outside toilet/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 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 19th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z78968/WRFCLS/Mr Brewer/djl.)

Case 20194/94
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 **Scholtz, Andre Joachim**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 1 December 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 2426, Witpoortjie Extension 9 Township, Registration Division IQ, Transvaal, measuring 760 m², held by the Defendant under Deed of Transfer T9099/1984 and T35058/1993, being 41 Valkenier Street, Witpoortjie Extension 9.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/toilet, kitchen, separate toilet, bar, garage and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0170/WRFCLS/Mr Brewer/djl.)

Saak 10646/95

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

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **E. Kok**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 30 November 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Balju uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 711, Kempton Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T81956/94, grootte 1 227 (eenduisend tweehonderd sewe-en-twintig) vierkante meter, ook bekend as Commissionerstraat 71, Kempton Park-uitbreiding 2.

Beskrywing: Woning bestaande uit badkamer, eetkamer, drie slaapkamers, kombuis, sitkamer, twee toilette, alles onder 'n sinkdak, motoroprit, motorhuis en 'n swembad.

Die eiendom is omhein met steenmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die afslaeers.

Geteken te Kempton Park op hierdie 23ste dag van Oktober 1995.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/S1423.)

**Case 14477/93
PH338 K28 DX41**

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

In the matter between **Danina**, Plaintiff, and **De Freitas, Mr Eduardo Mendoca**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Johannesburg, held at Johannesburg, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Johannesburg East in front of the Court-house, Fox Street entrance, Johannesburg, on Friday, 1 December 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 Magistrate's Court, Johannesburg East at 131 Marshall Street, Johannesburg:

Immovable property to be sold: Erf 865, Malvern Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T41711/1987, being 294 Persimmon Street, Malvern.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale; the balance payable against registration of transfer — 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) auctioneer's charges on the proceeds of the sale up to the price R200 (two hundred rand) 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).

Dated at Johannesburg on this the 20th day of October 1995.

C. B. Shapiro, for Kallmeyer & Strime, Plaintiff's Attorneys, Second Floor, Sanlam Arena, Entrance 3, 10 Cradock Avenue, Rosebank; P.O. Box 8214, Johannesburg. (Tel. 447-7860.) (Ref. Mr Shapiro/BB SH.U461/URB471.)

Case 18687/95
PH 2IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Mitchell, Warren Riley**, 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 Drives, Blairgowrie, on 21 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie:

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

Single-storey dwelling-house under thatched roof consisting of lounge/dining-room, kitchen, pantry, three bedrooms, dressing room, two bathroom, two showers, two toilets, two garages, servant's room with bath and toilet and laundry.

Being: Portion 19 of Erf 41, Johannesburg North, situated at Portion 1 of Erf 41, Pritchard Street, Johannesburg North, measuring 423 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T21968/95.

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 charges R200 (two hundred rand).

Dated at Randburg this 9th 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 4299/95

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

in the matter between **The Body Corporate of Bedford Manor Title Complex**, Plaintiff, and **Tone Africa Properties CC**, Defendant

In pursuance of a judgment of the Magistrate's Court at Germiston and a writ of execution dated 31 May 1995, the property listed herein will be sold in execution on Thursday, 23 November 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, at Fourth Floor, Standard Towers, President Street, Germiston, to the highest bidder:

Scheme 63/90, Unit 10, Bedford Manor, Bedford Gardens, Township, situated Unit 10, Bedford Manor, corner of Kirkby and Regent Streets, Bedfordview, Germiston, measuring 128 (one hundred twenty-eight) square metres, held by Deed of Transfer ST5881/1990 together with exclusive use area SK612/1990 S.

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

Improvements: Unit 10, being 1 office block consisting of three offices, reception area, toilet and kitchen.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of 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, Fourth Floor, Standard Towers, President Street, Germiston.

Bielermans Inc., Attorneys for Plaintiff, First Floor, South Wing, Cigna House, 2 Hood Avenue, Rosebank; P.O. Box 1892, Parklands, Docex 68, Johannesburg. (Tel. 880-1659.) (Ref. Mr Lanham-Love/fvdm/L150.)

Case 050504/92
PH 290

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

In the matter between **Altech Component Industries (Pty) Ltd**, Execution Creditor, and **Alfredo Eugenio Perreira Esteves**, trading as MS Electrical, Executor Debtor

On 8 December 1995 at 10:00, a public auction will be held in front of the Johannesburg Magistrate's Court, Fox Street entrance, at which the Sheriff of the Magistrate's Court will, pursuant to the judgment of the Court in this action, and having made an attachment in execution in terms of a warrant of execution issued in terms thereof, sell:

Certain Erf 206, Glenanda, Registration Division IR, Transvaal, measuring 1 048 (one thousand and forty-eight) square metres, also known as 8 Voster Street, Glenanda, Johannesburg.

Consisting of: Dwelling with open plan, dining-room, lounge, study, three bedrooms, two bathrooms (second bathroom tiled) MES, garage converted into TV room, tiled kitchen, all under tiled roof, swimming-pool, paved driveway and maids room. The property is surround by by pre-cast walls. (Hereinafter called the property).

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

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder subject to the reserve referred to below.

2. The sale shall be subject to a reserve price equal to the amount outstanding under the existing bond registered against the property in favour of Nedcor Bank (B50014/92) as at the date of sale, the exact particulars of which shall be announced immediately prior to the commencement of the sale and can in the meantime be inspected at the offices of the Sheriff for the Magistrate's Court, Johannesburg South, situated at 100 Sheffield Street, Turfontein, Johannesburg.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the purchase price immediately after the sale and the balance of the price and interest shall, within fourteen days of the date of sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff for the Magistrate's court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay the Judgment Creditor's conveyancers on request, the fees of the Sheriff for the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, transfer duty, other costs of transfer and all such rates and taxes 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 the sale being effected from which date all benefit, risk and liability shall pass to the purchaser.

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

Creswick & Tanzer, Attorneys for the Judgment Creditor, 85 Westcliff Drive, Westcliff, Johannesburg. (Tel. 884-7610.)

Case 11845/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Damons, Peter John Reubin**, First Defendant, and **Damons, Carmen Victoria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Halfway House, Block D, First Floor, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House, on Wednesday, 22 November 1995 at 14:30, of the undermentioned property of the Second Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain undivided half share of the Remaining Extent of Erf 15, Kelvin Township, Registration Division IR, Transvaal, area 2 000 square metres, situated at 4 Oldensway, Kelvin, Sandton.

Improvements (not guaranteed): Single-storey brick dwelling under tiles consisting of lounge, dining-room, study, kitchen, scullery, three bedrooms, two bathrooms, shower, two toilets, paving and diamond mesh fencing.

Terms: 10% (ten per 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% at (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. P. le Mottee/ij/N3061.)

Case 33527/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Kirkpatrick, Michael Ian**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 21 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 435, Jukskeipark Township, Registration Division IQ, Transvaal, area 2 027 square metres, situated at 5 Goud Street, Jukskeipark, Randburg.

Improvements (not guaranteed): Single-storey brick dwelling under tiles, lounge, dining-room, family-room, kitchen, three bedrooms, one and a half bathroom, shower, two toilets, floors fitted carpets/Novilon, security doors, intercom system. *Outbuildings:* Two garages, toilet, patio and paving, swimming-pool/fencing, electronic steel gate, brick driveway and screen walls.

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 at 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 17th day of October 1995.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. P. le Mottee/ij/N3295.)

Case 14041/95
PH 46IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Beck, Gregory James**, Defendant

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

Erf 920, Auckland Park Township, Registration Division IR, Transvaal, held by Deed of Transfer T55949/1993, and situated at 54 Kingston Avenue, Auckland Park, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick under tile dwelling, entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, garage, two maids' rooms, store-room and women's cloak room. *Walls:* Brick and block. *Roof pitch:* High. *Floor coverings:* Carpets and tiles. *Internal walls:* Brick, plaster and paint.

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 10 (ten) days from the date of sale.

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

Dated at Johannesburg on this 24th day of October 1995.

Howard Lang & Partners, Plaintiff's Attorneys, Fourth Floor, West Wing, President Place, Jan Smuts Avenue, Rosebank, Johannesburg; P.O. Box 2541, Parklands, 2121. (Tel. 442-5740.) (Ref. Mr R. C. Clark/td/Q1092.) (DX 536 JHB.)

Case 8106/94

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 **Boonstra, Arnold Gerard**, Defendant

In pursuance of a judgment granted on 22 August 1994 in the above-mentioned Court, and warrant of execution dated 23 October 1994, the following property will be sold in execution, at the site of the property, on 29 November 1995 at 11:00, by Libra Auctioneers CC:

Certain Erf 188, Ravenswood Extension 9 Township, Registration Division IR, Province of Gauteng, measuring 979 (nine hundred and seventy-nine) square metres, known as 2 Wylie Street, Ravenswood Extension 9, Boksburg.

Description: Dwelling and usual outbuilding. 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.

4. The sale is subject to a reserve price to be determined by the bondholder.

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/TB575.)

Case 1053/94

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 **Fourie, Eugene**, Defendant

In pursuance of a judgment granted on 25 April 1994 in the above-mentioned Court, and a warrant of execution dated 17 February 1995, the following property will be sold in execution, at the site of the property, on 29 November 1995 at 12:30, by Libra Auctioneers CC:

Certain Erf 180, Ravenswood Extension 9 Township, Registration Division IR, Province of Gauteng, measuring 995 (nine hundred and ninety-five) square metres, known as 18 Wylie Street, Ravenswood Extension 9, Boksburg.

Description: Dwelling and usual outbuilding. 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.

4. The sale is subject to a reserve price to be determined by the bondholder.

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/TB575.)

Csse 8977/94

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

In the matter between **The Standard Bank of S.A. Limited**, Plaintiff, and **Stanley Phillip Xolo**, Defendant

On Friday, 24 November 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

Property: Erf 20918, together with all erections or structures thereon in the Township of Vosloorus Extension 28, Boksburg, Registration Division IR, in the Province of Gauteng, measuring 187 square metres, held under Deed of Transfer TL49372/1992.

Description: Single-storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

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

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 16th day of October 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. O. Smuts/V3101.)

**Case 16707/95
PH 267**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Zwane, Ntombi Rosalina N.O.**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 28 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton.

The right of leasehold in respect of Erf 11622 (previously Erf 951), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 326 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL18292/89, being 951 Tokoza Extension 2, P.O. Tokoza.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by 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 20th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4973/JHBFCLS/Mr McCallum/cvdm.)

Case 21697/95
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 **Stoltz, Adriana Catharina**, 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, 30 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 419, Waldrif Township, Registration Division IQ, Transvaal, measuring 992 m², held by the Defendant under Deed of Transfer T90984/1992, being 61 Beril Road, Waldrif.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: the property consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/toilet, kitchen, scullery, servant's room and shower/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA6116/WRFCLS/Mr Brewer/djl.)

Case 07136/95
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 **Beytell, Leon Dane**, First Defendant, and **Beytell, Christina Johanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 30 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:

Portion 79 (a portion of Portion 61) of the farm Langkuil 363, measuring 4,0443 hectares, held by the Defendants under Deed of Transfer T58285/1994, being Portion 79 (a portion of Portion 61) of the farm Langkuil 363.

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 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 18th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3078/WRFCLS/Mr Brewer/djl.)

Case 14326/95
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Allers, Daniel Jacobus**, First Defendant, and **Allers, Charmaine**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 22B Ockerse Street, Krugersdorp, on Wednesday, 29 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 722, Wentworth Park Township, Registration Division IQ, Transvaal, measuring 833 m², held by the Defendants under Deed of Transfer T55831/1994, being 19 Wentworth Street, Wentworth Park.

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

The property consists of lounge, dining-room, family room, four bedrooms, bathroom/toilet, jakuzi, kitchen, scullery, garage, carport, servant's room 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 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 19th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4340/WRFCLS/Mr Brewer/djl.)

Case 21066/95
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 **Davids, Dawood**, First Defendant, and **Davids, Zaahidh**, 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, 1 December 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:

Portion 11 of Erf 601, Groblerpark Extension 36 Township, Registration Division IQ, Transvaal, measuring 485 m², held by the Defendants under Deed of Transfer T61543/1994, being 298 Bloukrans Avenue, Groblerpark.

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

The property consists of lounge, dining-room, three bedrooms, bathroom/toilet, separate shower, kitchen 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 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 19th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA6007/WRFCLS/Mr Brewer/djl.)

Case 20400/95
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 **Da Gouveia, Agostinho**, 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, 23 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:

Section 5, as shown and more fully described on Sectional Plan SS236/1988, in the scheme known as Brevorant Court in respect of the land and building or buildings, situated at Erf 1375, Vereeniging 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 89 m², held by the Defendant under Certificate of Registered Sectional Title ST26958/1993, being 5 Brevorant Court, Livingstone Avenue, Vereeniging.

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

The property consists of entrance hall, lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5578/WRFCLS/Mr Brewer/djl.)

Case 16977/95
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 **Tyler, David Alfred**, First Defendant, and **Tyler, Irene Mary Moffat**, 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 Lochner Park, Block D, First Floor, corner of Richard Drive and Suttie Street, Halfway House, on Wednesday, 22 November 1995 at 14:30, 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, Midrand, Lochner Park, Block D, First Floor, corner of Richard Drive and Suttie Street, Halfway House:

Remaining Extent of Holding 77, President Park Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,7503 hectares, held by the Defendants under Deed of Transfer T5892/92, being 77 Modderfontein Road, President 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, family room, four bedrooms, two bathrooms/w.c., separate w.c., kitchen, scullery, study, double garage, servant's room and outside bathroom/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by 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 11th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4236/JHBFCLS/Mr McCallum/cvdn.)

Case 11967/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Janse van Rensburg, Jacobus Marthinus**, First Defendant, and **Janse van Rensburg, Denise**, 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 main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 1 December 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, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom:

Erf 275, Bailliepark Township, Registration Division IQ, Transvaal, measuring 1 259 m², held by the Defendants under Deed of Transfer T63192/1994, being 30 Neethling Street, Bailliepark.

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, separate shower/toilet, kitchen, scullery, garage, servant's room 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 the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4716/WRFCLS/Mr Brewer/djl.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Fittinghoff & Fihrer CC**, Plaintiff, and **Gemini Development Corporation CC**, trading as **J M M Raadgewende Dienste**, First Defendant, and **Mr P. W. Smit**, Second Defendant

On 30 November 1995 at 10:00, a public auction sale will be held at the Deputy Sheriff's Office, 131 Marshall Street, Johannesburg, at which the Deputy Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Stand 24710, Diepkloof Extension Township, measuring 387 (three hundred and eighty-seven) square metres, held by the Defendant under Deed of Transfer TE56903/93, also known as 24710 Diepkloof Extension, Soweto.

Improvements reported (which are not warranted to be correct and are not guaranteed): One dwelling-house (hereinafter referred to as the property).

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Supreme Courts Act, No. 59 of 1959 and the rules made thereunder or any amendment thereof or substitution therefor and subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the bondholder.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the purchase price, immediately after the sale and 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 Deputy Sheriff and/or such other 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 Deputy Sheriff 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 other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal), 1939 or any amendment thereof or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s, pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this the 18th day of October 1995.

L. Taitz, for Taitz & Skikne, Plaintiff's Attorneys, 27 Kinross Street, Germiston; P.O. Box 60, Germiston. (Tel. 825-3516/7.) (Ref. Mr Taitz/Mrs Botes/7431/57580.)

Saak 115/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CULLINAN GEHOU TE CULLINAN

In die saak tussen **Stadsraad van Rayton**, Eiser, en **B. Doring**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 4 Mei 1995, sal die hierondervermelde eiendom geregtelik verkoop word op Vrydag, 15 Desember 1995 om 11:00, te Landdroskantoor, Skoolpad, Cullinan, aan wie die hoogste bod maak:

Erf 103, Rayton, Registrasieafdeling JR, Transvaal, groot 1 115 vierkante meter, gehou kragtens Akte van Transport T31330/1993, ook bekend as Naudestraat 77, Rayton.

Volgens inligting bekom is die sonering van die eiendom Residensieel verbeter met 'n woonhuis bestaande uit vier slaapkamers, badkamer, eetkamer, kombuis, spens en motorhuis.

Geen waarborge word egter verstrekk nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju, Cullinan, Madelifiestraat 11, Riampark, Bronkhorstspuit.

Die gesegde verkoopvoorwaardes bevat onder andere die volgende voorwaardes:

1. Die koper moet 'n deposito van 20% (twintig persent) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na die datum van die verkoping verstrekk word.

2. Die koper moet die afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprijs plus BTW daarop.

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

C. J. van der Merwe, vir Van der Merwe, Tullekenstraat 27, Berea, Pretoria. (Verw. mnr. Van der Merwe/AVDM.)

Saak 32419/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **G. W. Banfield**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros Pretoria en 'n lasbrief vir eksekusie gedateer 28 Junie 1995, sal die onderstaande eiendom op 21 November 1995 om 10:00, te die kantoor van die Balju, Pretoria Sentraal, NG Sinodale Sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 220, geleë in die dorpsgebied Queenswood, Registrasieafdeling JR, Transvaal, bekend as Cowgillstraat 1201, Queenswood, Pretoria.

Gesoneer vir woonhuis en buitegeboue.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer, toilet en drie slaapkamers.

Buitegeboue: Motorafdek en toilet/badkamer.

Verbandhouer: Allied, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof Pretoria Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% (tien persent) van die koopprijs is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 23ste dag van Oktober 1995.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/Mev. Botha/VF0480.)

Saak 3870/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **ABSA Bank Bpk.**, handeldrywend as Trustbank, Eksekusieskuldeiser, en **Dirk Petrus Stephanus Linnenkamp**, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 27 Oktober 1994, sal die onderstaande eiendom geregtelik verkoop word te Amethysstraat 6, West Acres-uitbreiding 6, Nelspruit, op 24 November 1995 om 10:00, of so spoedig moontlik daarna, naamlik:

Erf 717, West Acres-uitbreiding 6, Nelspruit (ook bekend as Amethysstraat 6, W/A, Nelspruit), Registrasieafdeling JT, Transvaal, groot 2293 m², onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T33614/87.

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

Die koopprijs is as volg betaalbaar, synde:

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

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

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

Geteken te Nelspruit op hede hierdie 24ste dag van Oktober 1995.

Z. Schofield, vir Du Toit-Smuts Prokureurs, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. (ZS/EK/Q0434/T11/94.)

Saak 708/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **ABSA Bank Beperk**, handeldrywend as Volkskas Bank, Eiser, en **Hylton Edward Hofmeyr**, handeldrywend as Welbekend Vulstasie, Verweerder

'n Eksekusieverkoping van ondergenoemde onroerende eiendom word gehou te die adres van die perseel hierinlater genoem, op Donderdag, 23 November 1995 om 11:00. Die volledige verkoopvoorwaardes lê ter insae by die kantore van die afslaers te Van Deventer & Campher Prokureurs, Mid-Medgebou, Joubertstraat, Middelburg, Transvaal, en sal uitgelees word voor aanvang van die verkoping.

Geen waarborge word gegee ten opsigte van enige beskrywing en/of verbeterings.

Gedeelte 22 ('n gedeelte van Gedeelte 8) van die plaas Witpoort 551, distrik Bronkhorstspuit.

Verbeteringe: Drieslaapkamerhuis met sitkamer, eetkamer, kombuis en badkamer, klipskuur met sinkdak, klipstoor, melkstal, twee grasdakrondawels, woonstel met sitkamer, eetkamer, kombuis, badkamer, toegeruste boorgat. Eskom krag en verskeie weidingskampe.

Cilliers Prokureurs, Kerklaan 350, hoek van Queensingel, Lynnwood; Posbus 72888, Lynnwoodrif. [Tel. (012) 348-9670.] [Faks. (012) 472285.] [Verw. 600136/JH Cilliers/an.]

Saak 94/30602

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Anema: Sybrand Gerke**, 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, Landdroshof, Kerkstraat, Hendrina, op 24 November 1995 om 10:00, van die ondervermelde eiendom van die Verweerder, welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Middelburg, Tvl, voor die verkoping ter insae sal lê:

Sekere: Gedeelte 18 (gedeelte van Gedeelte 17) van die plaas Bosmanslaagte 181, Hendrina, Registrasieafdeling IS, Transvaal, groot 6,8523 (ses komma agt vyf twee drie) hektaar.

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

Woonhuis bestaande uit stort, drie toilette met wasbakke, agt vertrekke en 'n gang, laboratorium, twee hondekamers met hokke, groot stal met vier hokke, buitekraal met laaiplek, ontvangslokaal, drie ou geboue op terrein (twee sonder dakke), een geboutjie met buitehokke vir honde, staanplek vir twee voertuie onder skadunet, buitetoilet met stort, drie bediendekamers, stelasie van ou inryteater.

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

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

Gedateer te Johannesburg op hierdie 20ste dag van Oktober 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf M17503.)

Saak 57431/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **Keyser Annaliën**, Identiteitsnommer 6412140017006, gebore Mare, Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju-Suid, te Strubenstraat 142, Pretoria, op 22 November 1995 om 10:00 volgens voorwaardes wat nou by die kantore van die Balju-Suid, te Edenparkhoeve 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voor gelees sal word, van die volgende eiendom:

Deel 16, soos getoon en vollediger beskryf op Deelplan SS92/1980, in die skema bekend as Castile ten opsigte van die grond en gebou of geboue geleë te Gedeelte 2 van Erf 149, Hennospark-uitbreiding 2-dorpsgebied, Plaaslike Bestuur: Stadsraad van Verwoerdburg, van welke deel die vloeroppervlakte volgens voormelde deelplan 175 (eenhonderd vyf-en-sewentig) vierkante meter groot is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens Akte van Transport ST64745/1993.

Hierdie eiendom is geleë te Castile Villa 16, Rhinostraat 16 (hoek van Rhino- en Mopanstraat), Hennospark, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer (bad, toilet en stort). **Konstruksie:** Vloer het matte en vinyl teëls. Mure: Baksteen. Plafon: Komposisie bord. Warmwater sisteem. **Buitegeboue:** Motorhuis.

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

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

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

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 27ste dag van Oktober 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2166.)

Case 48981/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **David Erasmus**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 24 November 1995 at 11:00 to the highest bidder:

Certain Erf 301, situated in the Township of Doornpoort, Registration Division JR, Transvaal, measuring 1 039 square metres, situated at 531 Peerboom Street, Doornpoort, Pretoria North.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed: *Description of property:* House: Lounge, dining-room, kitchen, two bedrooms, three bathrooms, 2 w.c.'s and shower. *Outbuildings:* Double carport. *Other:* Concrete walls, paving and courtyard.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's offices at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this the 27th day of October 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1755.)

Case 65644/94

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 **Jubedia Osman**, Defendant

In execution of a judgement of the Magistrate's Court, Pretoria in this suit, the undermentioned property will be sold by the Sheriff of the Court at Olivetti House 603, corner of Schubart and Pretorius Streets, Pretoria, on 23 November 1995 at 10:00, to the highest bidder:

Certain Erf 727, situated in the Township of Laudium, Registration Division JR, Transvaal, measuring 491 square metres, situated at 340 Marble Street, Laudium.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House: *Ground floor:* Lounge, dining-room, kitchen, scullery, five bedrooms, three bathrooms, two showers and two w.c.'s. *Top floor:* Three bedrooms, lounge, dining-room, two bathrooms, two showers, two w.c.'s and kitchen. *Flat:* Kitchen, lounge, bathroom, shower, w.c. and bedroom. *Other improvements:* Two balconies, concrete paving, carport and stoep.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's office at Olivetti Building 202, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this 27th day of October 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1328.)

Case 22985/94

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 **Hendrik Loedolph Blankenberg Bosman**, First Defendant, and **Helena Christina Bosman**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 24 November 1995 at 11:00, to the highest bidder:

Certain Erf 265, situated in the Township of Magalieskruin Extension 1, Registration Division JR, Transvaal, measuring 1 023 square metres, situated at 394 Edelweiss Street, Magalieskruin Extension 1.

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 the rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House: Lounge, dining-room, kitchen, four bedrooms, two bathrooms, three w.c.'s, entrance-hall, pantry, TV-room, scullery, study and stairs. *Outbuildings:* Double garage and w.c. *Other:* Walls, gates, driveway, paving and swimming-pool area.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's offices at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this 27th day of October 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1184.)

Case 50877/95

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 **Conrad Perry**, First Defendant, and **Chantal Myra Perry**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 23 November 1995 at 10:00, to the highest bidder:

Certain:

(a) Portion 69, as more fully described on Sectional Plan SS147/85, in the scheme known as Aminie, in respect of the land and buildings situated at remaining portion of Erf 566, in the Township of Proclamation Hill Extension 1, 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 68 square metres, situated at 69 Aminie, 648 Lievaart Street, Proclamation Hill, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and the 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. *Outbuildings:* Under cover parking. *Other:* Garden, drying area and parking.

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 guaranteed.

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 the 27th day of October 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref C. Haffter/lf/N1722.)

Case 68086/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **William Nell**, First Defendant, and **Lucia Nell**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at 142 Struben Street, Pretoria, on 22 November 1995 at 10:00, to the highest bidder:

Certain Portion 1 of Erf 68, situated in the Township of Eldoraigne, Registration Division JR, Transvaal, measuring 1 000 square metres, situated at 72 Hyde Avenue, Eldoraigne, Verwoerdburg.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House: Lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, TV room, scullery and dressing-room.

Outbuildings: Double carport, servant's room, w.c. and shower.

Other: Concrete walls and swimming-pool.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's offices at Edenpark, Hoewe 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Signed at Pretoria on this 27th day of October 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1344.)

Case 28368/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Megatop Property Development Corporation (Pty) Ltd**, First Defendant, and **Jughsan Kistensamy Govender**, Second Defendant, and **Glenda Elizabeth Govender**, Third 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, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 23 November 1995 at 10:00, to the highest bidder:

Certain Erf 3426, situated in the Township of Danville, Registration Division JR, Transvaal, measuring 2 934 square metres, situated at Ellinand Centre, 153 De Villiers Street, Danville, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Shopping centre.

Number of storeys: Three, brick walls, 22 shops.

Outbuildings: Two servants' rooms, two stores and three w.c.'s.

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 202 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this 27th day of October 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1224.)

Case 13292/95

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

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

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Kruger Street, Bronkhorstspuit, on Friday, 24 November 1995 at 12:00:

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

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

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

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2544.)

**Case 13653/95
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 **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 24 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 SS366/1989, 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 and bathroom, with outbuildings with similar construction comprising carport. The common property comprising 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 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 R100 (one hundred rand).

Dated at Johannesburg this 17th 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/R.262.)

Case 23108/94

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **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 24 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 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 R100 (one hundred rand).

Dated at Johannesburg this 17th 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.228.)

Case 531/94

PH 376 (DX 58 Randburg)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Niven, George Rae**, Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Friday, 24 November 1995 at 10:00, at 100 Grayston Drive, Ground Floor, Momentum Building, corner of Grayston and Rivonia Roads, Sandton, to the highest bidder:

Remaining extent of Erf 556, Hurlingham Extension 5 Township, Registration Division IR, Transvaal, measuring 817 (eight one seven) square metres, held by Deed of Transfer T47671/93.

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

Main building: Single-storey, brick walls, tiled roof, lounge, dining-room, study, bathroom, w.c., three bedrooms and kitchen.

Additional features: Servant's quarters, w.c. and bath, brick terraces, irrigation system and pond.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be sold voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, Sandton.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per centum) per annum, subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 19th day of November 1995.

Hertzberg-Margolis (Sandton), Fourth Floor, Twin Towers East, Sandton City, 2199; P.O. Box 784740, Sandton, 2146. c/o Hertzberg-Margolis, Third Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. W. Fullard.)

Case 8057/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ritchie, Joan Christine**, Defendant

A sale without reserve will be held at the Sheriff's Office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 24 November 1995 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 103, Rivonia Extension 9 Township, Registration Division IR, Transvaal, measuring 2 086 (two thousand and eighty-six) square metres, held by the Defendant under Deed of Transfer T29024/74, situated at 2 Terry Place, Rivonia Extension 9, and consisting of entrance hall, lounge, dining-room, study, two bedrooms, bathroom/w.c., separate shower/w.c., kitchen, laundry, three garages, servants' quarters/w.c. and a granny flat consisting of bedroom, lounge/dining-room, kitchen, bathroom/shower/w.c.

Improvements described hereunder are not guaranteed.

Terms: 10% (ten per centum) 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 19 October 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 6012/95

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

In the matter between **Fidelity Bank Limited**, Plaintiff, and **Lazarus Ben Khoza**, First Defendant, and **Delores Khoza**, Second Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on 24 November 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

The complete conditions of sale may be inspected at the office of the Sheriff.

Certain Erf 483, Windmill Park Township, Registration Division IR, Transvaal, measuring 1 018 (one thousand and eighteen) square metres.

The aforementioned property held by Deed of Transfer T42819/1993, situated at the corner of Berg and Cameron Streets, Windmill Park, Boksburg.

Date: 20 October 1995.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.) (Ref. I. Hutchesson/405.)

Case 127552/94
PH 84

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

In the matter between **David Drutman**, Plaintiff, and **Rain Lewis**, Defendant

In pursuance of a judgment granted in the Magistrate's Court, and a warrant of execution issued subsequently by the Court of Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at Johria Court, 4 Du Plessis Street, Alberton North, to the highest bidder on 22 November 1995 at 10:00:

Certain Erf 554, Palm Ridge Township, Registration Division IR, the Province of Gauteng, measuring 805 (eight hundred and five) square metres, known as 12 Honeysuckle Street, Palmridge, Alberton.

Conditions of sale:

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

2. The following improvements on the property is reported but nothing is guaranteed: Single-storey residence (full property description available from the Sheriff on date of sale).

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

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

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

Drutman & Jacobs, Plaintiff's Attorneys, Second Floor, Kew Gardens, corner of First Avenue and Fourth Road, Kew; P.O. Box 1706, Bramley, 2018. (Tel. 440-9797.)

Case 18465/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Maphalala, Sibongile Hazel**, Defendant

A sale without reserve will be held at the Sheriff's Office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 24 November 1995 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 339, Magaliessig Extension 29 Township, Registration Division IQ, Gauteng, measuring 2 024 (two thousand and twenty-four) square metres, held by the Defendant under Deed of Transfer T63332/1992, situated at Stand 339, Hiskett Avenue, Magaliessig Extension 29 and consisting of entrance hall, lounge, dining room, family room, three bedrooms, bathroom/w.c./shower, separate w.c., kitchen, laundry, double garage, servant's room, store room, bathroom/w.c./shower, shower/w.c., study, bedroom, dressing room. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on the 17th day of October 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock & Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 17100/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Garnham, Lynn Margaret**, Defendant

A sale without reserve will be held at the Sheriff's Office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 24 November 1995 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 1017, Douglasdale Extension 66 Township, Registration Division IQ, Gauteng, measuring 1 500 (one thousand five hundred) square metres, held by the Defendant under Deed of Transfer T24605/1992, situated at 31 Pipers Road, Douglasdale Extension 66 and, consisting of a lounge, dining-room, family room, three bedrooms, dressing room, two bathrooms, kitchen, carport and swimming-pool. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on the 18th day of October 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock & Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 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 auction 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 1 364 (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 therefore 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 (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 required 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 the 16th day of October 1995.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450. (Ref. Mr Du Plessis/CK/18598.)

Case 22472/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Geyser, Alwyn Petrus**, First Defendant, and **Geyser, Mauren Valerie**, 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 24 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 Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 515, Dalpark Extension 1 Township, Registration Division IR, the Province of Gauteng, situated at 30 Tiller Road, Dalpark Extension 1, Brakpan, measuring 1 004 (one thousand and four) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, livingroom, kitchen, three bedrooms and two bathrooms, scullery, double garage, separate w.c. and storeroom.

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 24th day of October 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Whitson/A00704.)

Case 9199/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Van Zyl, Jan Hendrik**, First Defendant, and **Van Zyl, Albertha**, 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 24 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 Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 835, Brakpan Township, Registration Division IR, the Province of Gauteng, situated at 33 Hastings 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, corrugated iron roof, comprising a lounge, dining-room, living room, kitchen, two bedrooms and two bathrooms, garage and carport, separate w.c. surrounded by precast walling.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Whitson/A00144.)

Saak 7948/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **United Bank**, 'n afdeling van ABSA Bank Beperk, Eiser, en **H. D. Philander**, Verweerder

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 24 November 1995 om 11:00, ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan:

Erf 555, Geluksdal Township, liggend Rheumanellarylaan 555, Geluksdal, Brakpan, grootte 338 vierkante meter.

Verbeteringe: Sitkamer plus eetkamer gekombineer, drie slaapkamers, badkamer en kombuis.

Buitegeboue: Motorhuis.

Sonering: Residensieel.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die reg van preferente skuldeisers.
2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus baljukommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 7 (sewe) dae na datum van die verkoping.
3. Die koper sal die transportkoste asook munisipale belastinge, wat agterstallige en regskeste mag insluit, betaal asook die prokureurs- en baljukoste verbonde aan die verkoping.
4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.
5. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van Brakpan, vanaf datum van hierdie kennisgewing. Gedateer te Brakpan hierdie 20ste dag van Oktober 1995.
Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] (Verw. mev. Coetzer/U628.)

Saak 5450/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Africa Glass Holdings (Edms.) Beperk**, Eksekusieskuldeiser, en **Ricky de Agrela**, handeldrywende as Wilropark Minimarket, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof te Roodepoort en 'n lasbrief vir eksekusie gedateer 13 September 1995, sal die volgende eiendom in eksekusie verkoop word te die verkoopslokaal van die Balju, Roodepoort, Progressweg 183, Technikon, Roodepoort, op 17 November 1995 om 10:00, aan die hoogste bieder:

Erf 1348, dorpsgebied Wilropark-uitbreiding 5, Registrasieafdeling IQ, Transvaal, ook bekend as Bornietweg 4, Wilropark, Roodepoort, groot 1 166 (eenduisend eenhonderd ses-en-sestig) vierkante meter, gehou kragtens Transportakte T8092/1985.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye 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 183, Technikon, Roodepoort, ondersoek word.

Gedateer te Roodepoort op hierdie 24ste dag van Oktober 1995.

Blake, Bester Ing., Eerste Verdieping, Blake, Bestergebou, hoek van C. R. Swart- en Mimosarylaan, Wilropark, Roodepoort. (Verw. mnr. Blake/ss/UA4785.)

Case 15293/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Jenny's Ragdoll CC**, 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 5 September 1995, will be sold in execution on Friday, 24 November 1995 at 10:00, at the salesrooms of the Sheriff of the Supreme Court, Ground Floor, 100 Grayston Drive, Sandown, Sandton, to the highest bidder:

Remaining Extent of Erf 1065, Bryanston Township, Registration Division IR, Transvaal, in extent 4 567 (four thousand five hundred and sixty-seven) square metres, situated at 123 Grosvenor Road, Bryanston.

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

Residence: single-storey dwelling, detached.

Walls: Brick, plaster and paint.

Roof: Slate.

Floor: Parquet, fitted carpets and tiles.

Rooms: Two lounges, kitchen, laundry, four bedrooms, three bathrooms, two showers and four toilets.

Outbuildings: Three garages, two servants, toilet and bathroom.

Boundary: Brick and concrete walls.

Improvements: Automatic gates.

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, Ground Floor, 100 Grayston Drive, Sandton, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4.) (Tel. 29-3921/2/3.) (Ref. Mr Steyn/1455.) (Docex: DX.571.)

Case 16108/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

Nedcor Bank Limited, Plaintiff, and **Paulus Philipus du Preez**, First Defendant, and **Jacqueline du Preez**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the main entrance Magistrate's Court, Gen. Hertzog Street, Vanderbijlpark, on Friday, 24 November 1995 at 10:00:

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

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

Property: Erf 25, Flora Gardens Township, Registration Division IQ, Transvaal, known as 34 Belladonna Street, Flora Gardens.

Improvements: Single storey, entrance hall, lounge, dining-room, three bedrooms, two full bathrooms, kitchen, garage and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LvdM/GT 2614.)

CAPE • KAAP

Saak 15024/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Kraaifontein Munisipaliteit**, Eiser, en **G. du Toit**, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Maandag, 20 November 1995 om 11:00, op die perseel Hillstraat 110, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as Erf 6666, Kraaifontein, in die gebied van die Metropolitaanse Oorgangsubstruktuur, Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 682 (ses agt twee) vierkante meter, gehou kragtens Transportakte T79881/1992, synde 'n woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n half badkamer, stoor, bediendekamer met toilet en swembad.

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 (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 die koers bepaal deur Ordonnansie No. 20 van 1974, 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, 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 kantoor van die Afslaer, I. J. Hugo, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 30ste dag van September 1995.

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Saak 1709/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Boland Bank Beperk**, Eiser, en **Charlton Raymond Fortuin**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 Maart 1995 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op, Maandag, 27 November 1995 om 10:00, op die perseel te Parklaan 8, Malibu Village, Blue Downs, aan die hoogste bieder, onderworpe aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 3210, Blue Downs, in die Metropolitaanse Oorgangsubstruktuur van Blue Downs, afdeling Stellenbosch, provinsie van die Wes-Kaap, groot 360 vierkante meter, gehou kragtens Transportakte T32066/1989.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, sitkamer, kombuis/eetkamer, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, Andries Brewis, Boland Bank PKS Beperk, Kruskallaan 8, Bellville (Tel. 948-0894) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326.)

Betaalvoorwaardes: 10% (tien persent) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, Andries Brewis, Boland Bank PKS Beperk, Kruskallaan 8, Bellville (Tel. 948-0894) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326.)

Datum: 10 Oktober 1995.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3221.)

Saak 895/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Boland Bank Beperk**, Eiser, en **Frederick Jacobus Joubert**, Eerste Verweerder, en **Sylvia Elizabeth Joubert**, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 23 Februarie 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op, Maandag, 27 November 1995 om 11:00, op die perseel te Townsendstraat 102, Goodwood, aan die hoogste bieder, onderworpe aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 2271, Goodwood, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Goodwood, provinsie van die Wes-Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T58547/1993.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, sinkdak, sitkamer, eetkamer, vier slaapkamers, kombuis, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, J. C. M. Geldenhuys, Eppinglaan, Elsiesrivier (Tel. 932-7126.)

Betaalvoorwaardes: 10% (tien persent) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, J. C. M. Geldenhuys, Eppinglaan, Elsiesrivier (Tel. 932-7126.)

Datum: 10 Oktober 1995.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3219.)

Saak 1062/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen **ABSA Bank Beperk**, handeldrywend as Trustbank, Eiser, en **Pieter Jakobus Januarie**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 27 Oktober 1993, en daaropvolgende lasbrief vir eksekusie die hieringenoemde eiendom op Vrydag, 17 November 1995 om 10:00, geregtelik verkoop sal word te Landdroskantoor, Voortrekkerstraat, Ceres:

Erf 3288, bekend as Vredestraat 846, Bella Vista, groot 292 (tweehonderd twee-en-neëntig) vierkante meter, gehou onder Titelakte T31546/94, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Rivierkantstraat 1, Ceres, ter insae lê en behels onder andere die volgende:

1. Een tiende van die koopprijs moet 'n kontant deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprijs, tesame met die rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne veertien (14) dae na die veilingdatum.

2. Die volledige verkoopvoorwaardes wat op hierdie veiling betrekking het, lê te die kantore van die Eiser se prokureurs ter insae en te die Balju van die Landdros Hof, Ceres.

Gedateer te Ceres op hede die 12de dag van Oktober 1995.

Rauch & Visser, Prokureurs vir Eiser, Voortrekkerstraat 101, Ceres, 6835. [Tel. (0233) 2-3152.]

Saak 5830/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Neville John Brink**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdros Hof vir die distrik George en 'n lasbrief vir eksekusie gedateer 28 Augustus 1995, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 16 November 1995 om 10:00 te die gegewe perseel naamlik:

Erf 1582, Wildernis, in die plaaslike gebied Wildernis, afdeling George (ook bekend as Pluimboslaan 12, Kleinkrantz, Wildernis), groot 325 vierkante meter, gehou kragtens Transportakte T51960/88.

Verbeterings: Enkelverdiepingwoonhuis bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdros Hofwet, No. 32 van 1994, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en is onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 17,25% vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelasting en heffings vir die huidige jaar en afslaaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnis skuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnis skuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnis skuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdros Hof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George op hierdie 12de dag van Oktober 1995.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 17868/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Fidelity Bank Limited**, Plaintiff/Execution Creditor, and **Mark Roy Johnson**, First Defendant/Execution Debtor, and **Gillian Lesley Johnson**, Second Defendant/Execution Debtor

In execution of the judgment of the Magistrate's Court of Cape Town in the above matter, a sale will be held on Thursday, 23 November 1995 at 8 St Patricks Green, Summer Greens, at 10:30 of the following immovable property:

Certain land situated at Erf 3234, Montague Gardens, in the Transitional Metropolitan Substructure of Milnerton, Cape Division, Province of Western Cape, measuring 270 (two hundred and seventy) square metres, held by Deed of Transfer T88866/92, also known as 8 St Patricks Green, Summer Greens.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: Tiled roof, brick walls, lounge, dining-room, kitchen, three bedrooms and bathroom.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance [with interest at the rate of 18,25% (one eight comma two five per cent) per annum from the date of sale to the date of registration of transfer] against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town this 13th day of October 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St George's Mall, Cape Town. (Ref. P. E. Whelan/hb/45421.)

Case 369/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **Mr A. B. C. Andreas**, 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 Thursday, 23 November 1995 at 10:00:

Property: Erf 3757, Eerste River, in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, measuring 373 (three hundred and seventy-three) square metres, held by Deed of Transfer T49336/1989, more specifically known as 4 Privet Road, Beverley Park, Eerste River.

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.

Date: 17 October 1995.

R. Levitt of Levco, Auctioneer for Plaintiff, corner of Peter Barlow Road and Strand Street, Stikland.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. H. P. M. Kruger/jdt.)

Case 23119/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Venita Tucker**, Defendant

The undermentioned property will be sold in execution at the premises at 7 Denne Avenue, Sonnendal, Parow, on 24 November 1995 at 11:00:

Erf 1276 Parow, situated in the area of the Transitional Metropolitan Substructure of Parow, Western Cape Province, in extent 1 045 (one thousand and forty-five) square metres, comprising three bedrooms, lounge, kitchen, dining-room, bathroom, separate toilet, tiled roof and double garage free standing.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Bellville, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. (Tel. 945-3646.) (Ref. K. G. Kemp/lvs/20127.)

SALE IN EXECUTION

Nedcor Bank Limited, *versus* C. Glasser

Simon's Town Case No. 1639/95

THE PROPERTY:

A unit consisting of—

(a) Section 33, as shown and more fully described on Sectional Plan SS175/1985, in the scheme known as Balmoral in respect of the land and building or buildings situated at Muizenberg, in the Municipality of Cape Town, of which the floor area, according to the sectional plan, is 182 (one hundred and eighty 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; and

A unit consisting of—

(a) Section 34, as shown and more fully described on Sectional Plan SS176/1985, in the scheme known as Balmoral in respect of the land and building or buildings situated at Muizenberg, in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 151 (one hundred and fifty-one) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situating at Sections 33 and 34, Balmoral, Beach Road, Muizenberg.

Improvements (not guaranteed):

Section 33: A flat consisting of lounge, dining-room, two bedrooms and two bathrooms.

Section 34: A shop converted into five offices and three toilets.

Date of sale: 22 November 1995 at 12:00.

Place of sale: Sections 33 and 34, Balmoral, Beach Road, Muizenberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the condition 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 the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Simon's Town and Claremont Auctioneers, 21 Paarden Eiland Road, Paarden Eiland.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 925/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Eastern Cape Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **Kevin George Gornall**, Defendant

Kindly take note that, in execution of a judgment of the above-mentioned Honourable Court, granted on 15 July 1993, and in terms of a writ of execution issued pursuant thereto, the Sheriff of the above Honourable Court will sell the Defendant's fixed property, being Erf 4179, Grahamstown, situated at 3 Hope Street, Grahamstown. The sale will be held on 22 November 1995 at 11:00, at the property.

Conditions of sale:

1. The property will be sold by public auction, voetstoots, to the highest bidder, subject to such servitudes and title conditions as which may appear from the title deeds thereof.

2. The seller will pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission, on the date of the sale, in cash. The balance of the purchase price is payable against transfer of the relevant property and will be secured by the provision of a bank or building society guarantee, presented to the Sheriff within 14 days of the date of sale.

Description of property: The property consists of an entrance hall, sunroom, lounge, dining-room, four bedrooms (main with bathroom en suite), kitchen, TV-room and separate garage and carport. The house is roofed with corrugated iron. The house is in a good condition, and well equipped. The improvements cover 190 square metres, and the plot measures approximately 840 square metres.

Dated at Grahamstown on this 19th day of October 1995.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. [Tel. (0461) 2-7005.] (Ref. Mr Brody.)

Case 240/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Victor Gordon MacFarlane**, married in community of property to Deborah Louise Isobel MacFarlane, First Defendant, and **Susan Thorne**, Second Defendant

In terms of a judgment given in the Magistrate's Court at Somerset West on 9 February 1995 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 1417, Somerset West, in the Area of the Transitional Metropolitan Substructure of Somerset West, Division of Stellenbosch, Western Cape Province, measuring 918 square metres, held by Deed of Transfer T73186/92, also known as 20 Hertzog Street, Somerset West, will be sold in execution on 21 November 1995 at 11:00, at 20 Hertzog Street, Somerset West, in terms of the conditions of sale, which will be read out immediately before the sale is held, and which may be inspected at the offices of the Sheriff of the Court, Somerset West, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within 14 days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Three bedrooms, lounge/dining-room, kitchen, two bathrooms and toilet, toilet and single garage.

Dated at Somerset West this 13th day of October 1995.

P. du Toit, for Morkel & De Villiers Inc., Second Floor, Boland Bank Building, 139 Main Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 7884/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **John Egan Klaasse**, First Defendant, and **Desiree Lynette Klaasse**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 25 August 1995, the property listed hereunder, and commonly known as 13 Flamingo Crescent, Colorado, will be sold in execution at the premises on Wednesday, 22 November 1995 at 10:00, to the highest bidder:

Erf 1629, Weltevreden Valley, in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 351 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, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th day of September 1995.

I. Broodryk, for Syfret Godlonton & Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1896.)

Case 17921/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Nomalungelo Florence Nteyi**, First Defendant, and **Tamsanqa Norman Nteyi**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville, and writ of execution dated 6 September 1993, the property listed hereunder, and commonly known as 5 Pallotti Road, Montana, will be sold in execution at the premises on Tuesday, 21 November 1995 at 12:00, to the highest bidder:

Erf 112946, Cape Town, in the City of Cape Town, Cape Division, in extent 600 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, separate toilet and two garages.

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, Goodwood, Epping Avenue, Elsie's River, Goodwood. 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.1525.)

Case 12007/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Andre Edward Wallace**, First Defendant, and **Lucinda Jean Wallace**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 31 August 1995, the property listed hereunder and commonly known as 81 Korfbal Street, Beacon Valley, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain on Thursday, 23 November 1995 at 09:00, to the highest bidder:

Erf 31164, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 162 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 9th 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.2026.)

Case 37750/93

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

Nedcor Bank Limited versus C. S., J.H. and C. O. Delpont

The property: Erf 40620, Cape Town at Athlone, situated in the City of Cape Town, Cape Division, in extent 496 square metres, situated at 38 Olifant Road, Primrose Park.

Improvements (not guaranteed): Brick dwelling, tiled roof, lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

Date of sale: 21 November 1995 at 10:00.

Place of sale: 38 Olifant Road, Primrose park.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 18324/91

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Edward Robert Shearon**, Defendant

In the above matter a sale will be held on Friday, 17 November 1995 at 11:30, at the site of 140 King Edward Street, Parow, being:

Erf 9695, Parow, in the Municipality of Parow, Cape Division, measuring 495 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 18,25% (eighteen comma two five per cent) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising two bedrooms, kitchen, lounge, bathroom, toilet and granny flat.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 41527/90

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

ABSA Bank Limited, trading as United Bank, versus **Jamesthe! Property Investment CC**

The following property will be sold in execution at the site of the property, 18 Victoria Road, Zeekoevlei, Western Cape, on Thursday, 30 November 1995 at 12:00, to the highest bidder:

Erf 1160, Zeekoevlei, in extent 702 square metres, held by T7781/1990, situated at 18 Victoria Road, Zeekoevlei, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/dining-room, kitchen, three bedrooms, en suite, shower/toilet and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,25% (eighteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 134189/gt.)

Case 31034/95

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

Nedcor Bank Limited, versus K. W. Sendwe

The property: Erf 365, Sherwood Park, in the Municipality of Cape Town, Cape Division.

In extent: 817 square metres.

Situate at: 3 Third Avenue, Sherwood Park.

Improvements (not guaranteed): Single dwelling, brick walls, lounge, dining-room, kitchen, two bedrooms, bathroom, toilet, garage and separate entrance consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

Date of sale: 23 November 1995 at 10:00.

Place of sale: Wynberg Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hammn, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 17360/95

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

Nedcor Bank Limited, versus Equus Property Holdings CC

The property: Erf 59439, Cape Town at Lansdowne, in the Municipality of Cape Town, Cape Division.

In extent: 421 square metres.

Situate at: 34 Heatherley Road, Rondebosch East.

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

Date of sale: 21 November 1995 at 12:00.

Place of sale: 34 Heatherley Road, Rondebosch East.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Claremont Auctioneer's, 21 Paarden Eiland Road, Paarden Eiland.

Pincus Matz Marquard Hugo-Hammn, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 29675/95

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

Nedcor Bank Limited, versus R. C. Friester

The property: Erf 154959, Cape Town at Diep River, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division.

In extent: 72 square metres.

Situate at: 12 Hazelwood, Mile End Road, Diep River.

Improvements (not guaranteed): Duplex brick building, lounge, dining-room, kitchen, three bedrooms and bathroom.

Date of sale: 23 November 1995 at 12:00.

Place of sale: 12 Hazelwood, Mile End Road, Diep River.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Claremont Auctioneer's, 21 Paarden Eiland Road, Paarden Eiland.

Pincus Matz Marquard Hugo-Hammn, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 8594/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **R. Calitz**, Eerste Eksekusieskuldenaar, en **M. Calitz**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 20 November 1995 om 12:00 op die perseel:

Erf 6176, Kraaifontein, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Kraaifontein, afdeling Paarl, provinsie die Wes-Kaap, groot 672 vierkante meter, gehou kragtens Transportakte T36852/82, ook bekend as Darwinweg 123, Kraaifontein.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16,5% (sestien komma vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou met teëldak, bestaande uit sitkamer, TV-kamer, eetkamer, vier slaapkamers, badkamer en toilet.

Buitegebou: Dubbelmotorhuis.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 28ste dag van September 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case 440/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **ABSA Bank**, Execution Creditor, and **Mncedisi Moses Zani**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Albany, dated 6 April 1995, and a warrant of execution dated 24 April 1995, the right of leasehold to the following immovable property will be sold in execution on Friday, 24 November 1995 at 11:00, at the Magistrate's Court, Grand Hotel, High Street, Grahamstown, to the highest bidder for cash:

Erf 49, Makanaskop Extension 5, Grahamstown, in the Municipality and Division of Grahamstown, held by the Defendant under Certificate of Right of Leasehold 49/1.

The following improvements are reported but not guaranteed:

Dwelling-house.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance, plus interest thereon at the rate of 18,25% (eighteen comma two five per centum) per annum calculated from the date of the sale to the date of transfer, 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 full conditions of sale are available for inspection at the office of the Sheriff for the District of Albany, 44 Beaufort Street, Grahamstown.

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

Whitesides, Executioner Creditor's Attorneys, 115 High Street, Grahamstown. (Ref. Mr Nunn.)

Case 22265/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Eugene Oscar Wynne**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of the Cape dated 28 August 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 30 November 1995 at 10:30:

Erf 20801, Cape Town, at Brooklyn, in the Area of the Transitional Metropolitan Substructure, Cape Town, Cape Division, the Western Cape Province, in extent 450 (four hundred and fifty) square metres.

Street address: 2 Upper Silva Street, Brooklyn.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Lounge, three bedrooms, bathroom/w.c., kitchen/dining-room, bathroom/shower, double garage and bar room.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mandatum Building, 44 Barrack Street, Cape Town.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on this 5th day of October 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 3047/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Vincenzo Bertolani**, Defendant

In pursuance of a judgment of the above Honourable Court dated 16 May 1994 and an attachment in execution dated 6 July 1994, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 17 November 1995 at 15:00:

Portion 27 (a portion of Portion 10) of the farm Draaifontein 407, in the Division of Uitenhage, in extent 5,1928 hectares, situated at 27 Draaifontein Road, Greenbushes, Port Elizabeth.

While nothing is guaranteed, it is understood that the property is a single-storey concrete under corrugated aluminium, private dwelling consisting of entrance hall, lounge, dining-room, two family rooms, cellar, kitchen, laundry, bar, four bedrooms, en suite bathroom with bath, w.c., shower, bidet, bathroom with bath, w.c. and bidet, separate w.c., gymnasium, pool room. Outbuildings consist of two garages, two w.c.'s with showers, servant's room, w.c., bathroom, pump house, store, entertainment area with braai, concrete swimming-pool with paving, jacuzzi, sauna, fishpond and borehole.

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 Standard Bank Centre, 1 Pickering Street, Newton Park, Port Elizabeth, telephone 391-2611.

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per centum) of the proceeds of the sale which shall be paid by the purchaser 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) subject to a minimum of R200 (two hundred rand), on the date of sale, 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 fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this 10th day of October 1995.

R. Willcock, for Joubert, Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, Port Elizabeth. (Tel. 56-2885.) (Ref. R. Willcock/mvr/18777.)

Case 5289/95

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

In the matter between **Leader Packaging CC**, trading as Leaderpak, Plaintiff, and **Mr L. J. Bieldt**, trading as L J Trading, Defendant

In pursuance of a judgment in the Court for the Magistrate of Goodwood, and writ of execution dated 6 June 1995 the property listed hereunder will be sold in execution on 20 November 1995 at 11:00, at 1105 Edward Heights, Wallace Street, Goodwood, 7460, to the highest bidder:

Certain: Section 85 as shown and more fully described on Sectional Plan SS131/1981 in the scheme known as Edward Heights in respect of the land and building or buildings situated at Goodwood in the area of the Transitional Metropolitan Substructure Goodwood, Cape Division, Western Cape Province of which section the floor area according to said sectional plan is 86 (eighty-six) square metres in extent;

an undivided share in the common property in the scheme apportioned to this said section in accordance with the participation quota as endorsed on the said sectional plan, in extent 86 (eighty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Roof (tiles), walls (bricks), lounge, kitchen, two bedrooms, bathroom and servant's room.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Goodwood. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 10th day of October 1995.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/L649.)

Case 44034/94

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **Peter Herbert Smith**, Defendant

The following will be sold in execution on 22 November 1995 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 78239, Cape Town at Southfield, 505 (five hundred and five) square metres, held by Deed of Transfer T51306/91, situated at 4 Elrin Road, Southfield.

1. *The following improvements are reported but not guaranteed:* Dwelling: Three bedrooms, bath/toilet, kitchen and lounge.
2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. CLS/Z32026.)

Case 7424/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town**, Plaintiff, and **Leon Noel van Rooi**, Defendant

The following will be sold in execution on 23 November 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 17587 (portion of Erf 21796), Mitchells Plain, 299 (two hundred and ninety-nine) square metres, held by Deed of Transfer T50637/89, situated at 19 Montague Way, Portlands, Mitchells Plain.

1. *The following improvements are reported but not guaranteed:* Dwelling: Brick building, tiled roof, three bedrooms, lounge, kitchen and bath/toilet.
2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town. (Ref. 8001 CLS/Z39406.)

Case 7701/94

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **David Johannes Apies**, Defendant

The following will be sold in execution on 21 November 1995 at 11:00, in front of the Magistrate's Court for the District of Goodwood, to the highest bidder:

Erf 139063 (portion of Erf 105675), Cape Town at Bonteheuwel, 201 (two hundred and one) square metres, held by Deed of Transfer T4241/91, situated at 16 Netreg Way, Bonteheuwel.

1. *The following improvements are reported but not guaranteed:* Dwelling: Asbestos roof, brick building, three bedrooms, lounge, kitchen and bath/toilet.
2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town. (Ref. 8001 CLS/W40022.)

Case 12196/94

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **Fatima Barden**, Defendant

The following will be sold in execution on 22 November 1995 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 144385 (portion of Erf 142666), Cape Town, 278 (two hundred and seventy-eight) square metres, held by Deed of Transfer T24658/90, situated at 3A Armstrong Crescent, Mountview.

1. *The following improvements are reported but not guaranteed:* Dwelling: Brick building, tiled roof, three bedrooms, bath/toilet, kitchen, lounge and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town. (Ref. 8001 CLS/Z00011.)

Case 8653/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Saambou Bank Limited**, Plaintiff, and **Wayne Reeves**, First Defendant,
and **Jennifer Anne Reeves**, Second Defendant

The undermentioned property will be sold in execution at the premises at 4 Kafferpruim Street, Amandelrug, Kuils River on 23 November 1995 at 11:30:

Erf 4164, Kuils River, situated in the area of the Transitional Metropolitan Substructure Kuils River, Division of Stellenbosch, Western Cape Province, in extent 975 (nine hundred and seventy-five) square metres.

Comprising lounge, family room, dining-room, three bedrooms, kitchen, bathroom, laundry and double garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable on registration of transfer. The full conditions of sale may be persued at the offices of the Sheriff of the Court of Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. (Tel. 945-3646.) (Ref. K. G. Kemp/lvs/19312.)

Case 5505/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Transitional Metropolitan Substructure of Cape Town**, Plaintiff, and **Shane Muller**, Defendant

The following will be sold in execution at 10:00 on Tuesday, 21 November 1995, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 10265, Mitchells Plain, in extent 160 (one hundred and sixty) square metres, held by Deed of Transfer T74362/1992; situated at 49 Tulip, Lentegeur, Mitchells Plain, Cape.

1. *The following improvement are reported but not guaranteed:* Dwelling: One single-dwelling under tile roof and brick walls consisting of three bedrooms, toilet, bathroom, lounge and kitchen.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the standard rate currently 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer which amounts are to be secured by bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of its ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

Dated at Athlone this 15th day of September 1995.

H. Mohamed & Associates, Attorneys for Plaintiff, NBS House, corner of Klipfontein and Blegravia Roads, Athlone. (Ref. Coll/sg15/56471/95.)

Case 7168/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ilunga Mwamba**, Defendant

The undermentioned property will be sold in execution at the premises at 19 Poplar Street, Thornton on 27 November 1995 at 12:00:

Erf 272, Thornton in the area of the Transitional Metropolitan Substructure of Cape Town, Western Cape Province, in extent 595 (five hundred and ninety-five) square metres.

Comprising tile roof, brick walls, lounge, dining-room, kitchen, four bedrooms, two bathrooms, separate toilet, single garage and swimming-pool.

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 on registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court of Goodwood, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. (Tel. 945-3646.) (Ref. K. G. Kemp/lvs/19308.)

Case 27724/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff (Execution Creditor), and **N. F. Lawrence**, First Defendant (First Execution Debtor), and **A. V. Lawrence**, Second Defendant (Second Execution Debtor)

In pursuance of a judgment by the Court granted in the above suit the following immovable property will on 23 November 1995 at 09:30, be sold in execution. The auction will take place at 8 Central Drive, Camps Bay, Cape Town, and the property to be sold is:

In pursuance of a judgment by the Court granted in the above suit the following immovable property will on 23 November 1995 at 09:30, be sold in execution. The auction will take place at 8 Central Drive, Camps Bay, Cape Town, and the property to be sold is:

Erf 525, Camps Bay, in the Municipality of Cape Town, Cape Division, in extent 676 square metres held under Deed of Transfer T4138/1987, situated at 8 Central Drive, Camps Bay, Cape Town.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Single storey four bedroomed residence with entrance hall, lounge, family room, kitchen, two bathrooms, two showers/toilets and dressing room, garage, carport and servants' quarters.

Terms:

1. The sale will be voetstoots without reserve and to the highest bidder but subject to the Magistrates' Courts Act and rules and all conditions contained in the title deed under which the property is held.

2. Auctioneer's charges and 10% (ten per cent) of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the above Court.

Signed at Cape Town this the 13th day of October 1995.

J. E. Coetzee, for Mostert & Bosman, Attorney for Plaintiff, First Floor, Rhodes Building, 150 St Georges Street, P.O. Box 1456, Cape Town. (Ref. J. E. Coetzee.)

Case 7008/95

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

In the matter between **Just for You Close Corporation**, Plaintiff, and **Mrs S. M. Harmse**, Defendant

This property shall on 29 November 1995 at 11:00, at 40 Gazania Way, Belhar, be put up for auction, consisting of:

Certain property known as Erf 0020183, Bellville, measuring five hundred and forty-five square metres, held under Deed of Transfer T35981/1990, also known as 40 Gazania Way, Belhar.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold, the balance of the purchase price together with interest thereon at the ruling rate to be paid against registration of transfer received within fourteen (14) days after the date of sale by a bank or building society guarantee.

Dated at Cape Town on this 13th day of October 1995.

L. Wacks & Associates, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town.

Saak 12067/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **J. B. en H. H. George**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 15 Februarie 1995, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Almeriaweg 19, Northpine, Brackenfell, per publieke veiling te koop aangebied op 30 November 1995 om 12:00:

Erf 9747, Brackenfell, ook bekend as Almeriaweg 19, Northpine, Brackenfell, afdeling Stellenbosch, groot 361 vierkante meter, gehou kragtens Transportakte T24427/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16,25% (sestien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslasergelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnissskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 18 Oktober 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EGN429.)

Saak 8639/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Fidelity Bank BK**, Eiser, en **Elizabeth Catherina Haugh**, Verweerder

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 18 September 1995, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 16 November 1995 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 9233, Kimberley, geleë in die stad en distrik Kimberley, Noord-Kaapse Afdeling, groot 650 (seshonderd-en-vyftig) vierkante meter, geregistreer in die naam van die Verweerder en verbind onder Verbandakte B1260/1992 (ook bekend as Reefweg 8, Weseinde, Kimberley).

Voorwaardes:

1. Betaling van 10% (tien persent) van die koopprys in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouvereniging waarborg en welke waarborg binne tien (10) dae na die datum van die veiling verskaf moet word.

2. Afslaserkommissie teen 5% (vyf persent) van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

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

Engelsman, Benade & Van der Walt, Prokureurs vir Eiser, Tweede Verdieping, Nedbankgebou, Chapelstraat; Posbus 609, Kimberley, 8300. (Tel. 2-8134.) (Verw. mnr. Van Niekerk/zlr/EP190.)

Case 8774/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lorraine Emmeline Smith**, Defendant

In pursuance of a judgment of the above Honourable Court and warrant of execution dated 9 September 1995, the undermentioned property will be sold in execution by the Sheriff of the Court on Thursday, 7 December 1995 at 11:00, in front of the Magistrate's Court, Durban Street, Uitenhage, to the highest bidder:

Erf 10448, Uitenhage, in the area of the Uitenhage Transitional Local Council, Division of Uitenhage, Province of the Eastern Cape, in extent 1 105 (one thousand one hundred and five) square metres, held by Deed of Transfer T9357/91, situated at 111 Lavender Crescent, Uitenhage.

Improvements: A dwelling and usual outbuildings (nothing in this respect is guaranteed).

Terms and conditions: The sale shall be subject to payment of 10% (ten per cent) of the purchase price and Sheriff's (auctioneer's) charges in cash on the day of sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale.

Conditions of sale: The full conditions of sale may be inspected at the office of the Sheriff of the Court at 4 Baird Street, Uitenhage.

Dated at Uitenhage this the 24th day of October 1995.

Kitchings, Plaintiff's Attorneys, Pro Ecclesia Building, Church Street, Uitenhage, 6230.

Case 3183/91

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **Syfrets Mortgage Nominees Limited**, Plaintiff, and **The Trustees for the time being of the Nizaams Trust (No. 189/1986)**, 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 on Tuesday, 21 November 1995 at 08:30, at the Mitchells Plain Magistrate Court, First Avenue, Mitchells Plain, 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, for the Supreme Court of South Africa for the District of Mitchells Plain North.

Erf 411, Philippi, situated in the Transitional Metropolitan Substructure of Ikapa, Division Cape, Province of the Western Cape, in extent 1,2955 (one comma two nine five five) hectares, held by Certificate of Consolidated Title T10875/1988, situated at corner Lansdowne and Stock Roads, Philippi, known as Cross Roads Service Station and Shopping Centre.

The following information is furnished concerning the improvements to the property (though in this respect nothing is guaranteed).

Section 1: A double-storey building containing a service station with six petrol pumps, sales offices and workshops, three roomed luxury flat, a caretaker's flat with double garage, double and single garage and three workshops.

Section 2: Seven shops, a service centre with six petrol pumps and workshops.

Terms: 10% (ten per cent) of the purchase price of the property, together with the Sheriff's commission must be paid in cash immediately after the sale. The balance together with interest at the rate applicable to Syfrets Mortgage Nominee Limited participation mortgage bond from time to time on the full purchase price calculated daily and compounded monthly in advance from the date of sale to date of transfer, payable against registration of transfer both days inclusive is to be secured by a bank or building society guarantee or other acceptable guarantee to be approved by the Sheriff and furnished to the Transferring Attorneys within 14 (fourteen) days of the date of sale.

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

Dated at Cape Town this 23rd day of October 1995.

E. J. Moffatt, for C. K. Friedlander Shandling & Volks, Attorneys for Plaintiff, Eighth Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. [Tel. (021) 23-6120.] (Ref. Miss E. J. Moffatt.)

Case 7261/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **William Meyer**, First Execution Debtor, and **Francina Willemina Meyer**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 8 August 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 22 November 1995 at 11:00:

Erf 3537, Kraaifontein, in the area of the Transitional Metropolitan Substructure Kraaifontein, Paarl Division, Western Cape Province, in extent 495 (four hundred and ninety-five) square metres.

Street address: 296 Seventh Avenue, Kraaifontein.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Vacant erf.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows:

10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 5 October 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 14420/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

Trump and Springbok Holdings (Pty) Limited, Judgment Creditor, *versus* **Rodney David Venter**, Second Judgment Debtor, **William Roux Swart**, Third Judgment Debtor, **Sediek Steenkamp**, Fourth Judgment Debtor, and **Nazime Bardien**, Fifth Defendant

The following will be sold in execution on 16 November 1995 at 11:30, at 9 Popham Street, Bloubergrant:

Erf 4012, Milnerton, in the Area of the Transitional Metropolitan Substructure of Milnerton, Cape Division, in the Province of the Western Cape, measuring 993 (nine hundred and ninety-three) square metres, held under Deed of Transfer 67483/1994, dated 8 September 1994, situated at 9 Popham Street, Bloubergrant:

1. The following improvements are reported but not guaranteed: Three bedrooms, two bathrooms, lounge/dining-room, kitchen, double garage and surrounded by a wall.

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 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. DJM/lw/124652.)

Case 8465/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Fiedrich Carel Johannes Salzwedel**, First Defendant, and **Euodia Salzwedel**, Second Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of East London, and writ of execution, dated 26 June 1995 by the above Honourable Court, the following property will be sold in execution on Friday, 17 November 1995 at 09:00, by the Sheriff of the Court, at:

Magistrate's Court, Lower Buffalo Street, East London; Portion 7 (a portion of Portion 2), of Farm 916, Division of East London, in extent 2,0237 square metres, held by Deed of Transfer T957/1993, commonly known as The Lodge, via Airport Road, Rosemount.

The property consists of usual buildings/outbuildings: Single storey dwelling, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, fitted carpets, entrance hall, utility room, servants' quarters and two garages.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder and of the title deed/s in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at 4 Oxford Street, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 17th day of October 1995.

Drake Flemmer & Orsmond, Fifth Floor, NBS Building, 15 Terminus Street, East London. (Ref. M. B. Orsmond/RW/N45/G23465.)

Case 5000/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Willem Jacobus Adriaan Nel**, First Execution Debtor, and **Rosemary Ann Nel**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Paarl, dated 18 September 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 28 November 1995 at 10:00:

Erf 12146, Paarl, in the Municipality and Division Paarl, Western Cape Province, in extent 763 (seven hundred and sixty-three) square metres.

Street address: 46 Moll Street, Paarl.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Lounge, dining-room, kitchen, three bedrooms, shower/w.c., bath/w.c., and double garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 40 Du Toit Street, Paarl.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18,25% (eighteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 5th day of October 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 345/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARTSWATER GEHOU TE JAN KEMPDORP

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk**, Eiser, en **R V O Beenmeel Fabriek BK**, Eerste Verweerder, en **Cornelius Johannes Verwey**, Tweede Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Jan Kempdorp, en 'n lasbrief vir eksekusie, gedateer 22 September 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Jan Kempdorp, op Woensdag, 22 November 1995 om 10:00:

Sekere Perseel 1278, Gedeelte van Perseel 1261, Vaalhartsnederstelling A, geleë in die munisipaliteit Jan Kempdorp, afdeling Vryburg, groot 1,9451 hektaar, gehou kragtens Akte van Transport T1014/1991, ook bekend as RVO Beenmeel Fabriek, Nywerheidstraat, Perseel 1278, Jan Kempdorp.

Die verbeterings op die eiendom bestaan uit 'n baksteengebou met sinkdak wat in drie dele verdeel is met 'n aparte sinkstoor maar niks word gewaarborg nie: Tien persent (10%) van die koopprijs met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslagsgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslagsgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing 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 Jan Kempdorp, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley; p.a. Daan van Romburgh & Kie., Grensstraat, Jan Kempdorp.

Saak 417/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NOUPOORT GEHOU TE NOUPOORT

In die saak tussen **Johnny Johannes**, Eiser, en **Klewiet Soonies**, Verweerder

Ter uitwinning van 'n lasbrief vir eksekusie uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping gehou word voor die huis geleë te Van Voorestraat 14, Eureka-ville, Noupoot, op Vrydag, 17 November 1995 om 10:00, van die ondervermelde eiendom op voorwaardes wat deur die Balju van die Landdroshof, Noupoot, gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Landdroshof, Noupoot, ter insae sal lê:

Erf 973, geleë in die Oorgangsraad van Noupoot, groot 722 (sewe twee twee) vierkante meter.

Terme:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die voorwaardes soos vervat in die transportakte.

2. Die verkoping sal verder onderhewig wees aan die voorwaardes soos onmiddellik voor die verkoping deur die Balju van die Landdroshof uitgelees sal word, welke voorwaardes te enige tyd by die kantoor van die Balju ter insae sal wees.

3. Die eiendom sal voetstoots verkoop word.

Gedateer te Middelburg (Oos-Kaap) hierdie 16de dag van Oktober 1995.

Minnaar & De Kock, Prokureurs vir Eiser, Loopstraat 18, Posbus 19, Middelburg, Oos-Kaap, 5900.

Case 4588/92

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

In the matter between **Eastern Province Building Society**, Execution Creditor, and **Rustenhof CC**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Stellenbosch, and writ of execution issued, the following immovable property will be sold in execution on Tuesday, 28 November 1995 at 09:00, on site, namely 40 Rustenberg Way, Idas Valley, Stellenbosch, to the highest bidder, viz:

The remainder of Erf 3282, Stellenbosch, in the Municipality and Division of Stellenbosch, Western Cape Province, measuring 496 (four hundred and ninety-six) square metres, held by the Execution Debtor under Deed of Transfer T79762/91, also known as 40 Rustenberg Way, Idas Valley, Stellenbosch.

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:

(a) A single-storey building under asbestos roof comprising a large living room, six bedrooms, kitchen, storeroom, three toilets and two showers.

(b) A double-storey building under asbestos roof comprising:

(i) A flat on the first floor with three bedrooms, living room, kitchen and bathroom with toilet.

(ii) A flat on the ground floor with a large room, kitchen and toilet with shower.

(iii) A further flat on the ground floor with a bedroom lounge/dining-room, kitchen, 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 or 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, Stellenbosch, 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 3548/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Alwyn Johannes Jacobus van Wyk**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Somerset West, dated 8 November 1990, 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 28 November 1995 at 10:00:

Erf 7923, Somerset West, in the area of the Transitional Metropolitan Substructure, Somerset West, Stellenbosch Division, Western Cape Province, in extent 1 456 (one thousand four hundred and fifty-six) square metres.

Street address: 52 Lourens Street, Somerset West.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance hall, lounge, dining-room, three bedrooms, one and a half bathroom and garage.

(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 office of the Sheriff of the Magistrate's Court, 5 Church Street, Somerset West.

(4) Payment shall be erected as follows: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18,25% (eighteen 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 Bellville on this 21st day of October 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 7860/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **Hendrik Wessel Johannes Ollewagen**, First Defendant, and **Susanna Martha Ollewagen**, Second Defendant

In execution of a judgment in the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned matter, a sale in execution of the undermentioned property will be held on Friday, 24 November 1995 at 11:00, at 7 Tornyn Street, Bredasdorp, Erf 1476, Struisbaai, to the highest bidder subject to the conditions hereinafter set out and subject to the further conditions to be read out by the auctioneer at the sale:

Property: Erf 1476, Struisbaai, in the District of the Local Council of Struisbaai, District of Bredasdorp, commonly described as 7 Tornyn Street, Bredasdorp, in extent 580 (five hundred and eighty) square metres, held by Deed of Transfer T54649/93.

Description: The following information is tendered without any guarantee: Erf 1476, Struisbaai, commonly described as 7 Tornyn Street, Bredasdorp, is a single storey clincker brick house consisting of a lounge, dining-room, kitchen, laundry, two bedrooms, two bathrooms, two showers and a double garage.

Conditions of payment: 10% (ten per centum) of the purchase price of the said property in cash is payable on the day of the sale and the balance of the purchase price against registration of transfer. The purchaser shall within 14 (fourteen) days of the date of this sale furnish the Plaintiff with a guarantee to the satisfaction of the Plaintiff with a guarantee to the satisfaction of the Plaintiff's attorneys for the due payment of the balance of the purchase price, interest and transfer costs and due fulfilment of all the purchaser's obligations under the conditions of sale.

The purchaser shall pay the auctioneer's commission to the Sheriff at Bredasdorp.

Dated at Cape Town this 20th day of October 1995.

J. H. Katz, for Miller Gruss Katz & Traub, Plaintiff's Attorneys, 25th Floor, Trust Bank Centre, Heerengracht, Cape Town.
[Tel. (021) 419-7990.] (Ref. JHK/ch/028899.)

Case 18/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BARKLY WEST HELD AT BARKLY WEST**

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Dawid Minnie**, First Defendant, and
Natasha Heather Minnie, Second Defendant

In execution of a judgment of the Magistrate's Court, Barkly West, in the above-mentioned suite, a sale without reserve will be held in front of the Magistrate's Court, Barkly West, on Wednesday, 22 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, Barkly West, Woodley Street, Kimberley, prior to the sale:

Certain Erf 2764, portion of Erf 1469, situated in the town Barkly West, District of Barkly West, in extent 538 (five hundred and thirty-eight) square metres, held by Deed of Transfer T3802/1992, also known as 1050 Botterblom Street, De Beershoogte, Barkly West.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house with lounge, kitchen, three bedrooms, bathroom and toilet.

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

Auctioneer's charges payable on the date 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 Kimberley on this 24th day of October 1995.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Case 597/95**IN THE SUPREME COURT OF SOUTH AFRICA**

(Northern Cape Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Frederick McCleod van Heerden**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Office, Dealesville, on Saturday, 18 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Boshof, prior to the sale:

The farm Graspan No. 950, District of Boshof, measuring 428,2660 hectare, held by virtue of Deed of Transfer T5988/90.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single-storey dwelling-house situated on the farm consisting of three bedrooms, lounge, dining-room, TV-room, kitchen, bathroom and toilet, garage, store-rooms, together with grazing land divided into camps.

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 date of sale.

Auctioneer's charges payable on the date of sale to be calculated as follows: 5% (five per centum) 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 Kimberley on this 23rd day of October 1995.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Saak 4827/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad van Kimberley**, Eiser, en **L. G. Leipers**, 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, 23 November 1995 om 10:00:

Sekere Erf 12603, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 560 vierkante meter, bekend as Swallowstraat 50, 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, Permanente Gebou, Jonesstraat, Kimberley.

Saak 28102/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Christopher Arthur Holland**, Eerste Verweerder, en **Teresa Belinda Holland**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 6 September 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 10 November 1995 om 14:15, by die Nuwe Gereghowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 2663, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 252 vierkante meter, gehou kragtens Transportakte T96553/93, ook bekend as Watermeyerplek 7, Overbaakens, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2781.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2781.)

Datum: 9 Oktober 1995.

Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z01170.)

Saak 27464/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Gary Arthur**, Eerste Verweerder, en **Janine Isabel Arthur**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 25 Augustus 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 24 November 1995 om 14:15, by die Nuwe Gereghowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 2333, Hunters Retreat, in die munisipaliteit en afdeling Port Elizabeth, groot 800 vierkante meter, gehou kragtens Transportakte T67660/93, ook bekend as Staffordstraat 14, Sherwood, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sit/eetkamer, gesinskamer, studeerkamer, drie slaapkamers, badkamer en kombuis.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734.)

Datum: 20 Oktober 1995.

Greyvensteins Ing., St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z01158.)

Saak 14999/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Fidelity Bank Beperk**, Eiser, en **Abraham Jeremia van den Heever**, Eerste Verweerder, en **Jone van den Heever**, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Donderdag, 23 November 1995 om 11:45, op die plek te Vasco Boulevard 123, Goodwood:

Erf 4669, Goodwood, in die munisipaliteit Goodwood, afdeling Kaap, groot 495 vierkante meter, gehou deur die Verweerder kragtens Transportakte T24714/94 gedateer 14 April 1994.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshoue, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 18,5% (agtien komma vyf persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis onder teëldak bestaande uit sit-eetkamer, drie slaapkamers, kombuis, badkamer, toilet en motorhuis.

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, Goodwood, Eppinglaan, Elsiesrivier, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 17de dag van Oktober 1995.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville; Posbus 50, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/ac.)

Case 2106/95

In the matter between **Transkei National Building Society**, Judgment Creditor, and **Mxolisi Duna**, Judgment Debtor

The property known as certain piece of land situated in the Municipality and District of Umtata, in Umtata Township Extension 20, being Erf 3909, Umtata, measuring three hundred and seventy-five (375) square metres.

Shall be sold to the highest bidder by our *ad hoc* appointed Messenger of Court, Umtata, on 1 December 1995 at 10:00, in Umtata.

The special conditions of sale may be inspected at the offices of our *ad hoc* appointed Messenger of Court, 202 Ludidi Building, Madeira Street, Umtata.

John C. Blakeway & Leppan Inc., Attorney for Judgment Creditor, 28 Madeira Street, Umtata. (Ref. Mr Robert Beer/rl/G32/95.)

Case 5211/94

In the matter between **Transkei National Building Society**, Judgment Creditor, and **Sidwell Mpongwana**, Judgment Debtor

The property known as certain piece of land being Erf 8766, Umtata, in Umtata Township Extension 34, situated in the District and Municipality of Umtata, measuring eight hundred and seventy-nine (879) square metres.

Shall be sold to the highest bidder by our *ad hoc* appointed Messenger of Court, Umtata, on 1 December 1995 at 10:30, in Umtata.

The special conditions of sale may be inspected at the offices of our *ad hoc* appointed Messenger of Court, 202 Ludidi Building, Madeira Street, Umtata.

John C. Blakeway & Leppan Inc., Attorney for Judgment Creditor, 28 Madeira Street, Umtata. (Ref. Robert Beer/rl/G54/94.)

Case 1600/90

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Ohlsson's Brewery Transkei (Pty) Ltd**, Plaintiff, and **Riverside Development (Pty) Limited**, First Defendant, **Benjamin Nicholas Dlamini**, Second Defendant, **Ashton Dunjwa**, Third Defendant, and **Melvin John Stone**, Fourth Defendant

The property known as certain piece of land situated in the Municipality and District of Umtata, being Erf 596, Umtata, 57 Cumberland Street, Umtata, measuring one thousand two hundred and thirty-nine (1 239) square metres.

Shall be sold to the highest bidder by the Deputy Sheriff of Umtata on 8 December 1995 at 11:00, in front of the Deputy Sheriff's Office at Umtata.

Special conditions of sale may be inspected at the office of the Deputy Sheriff, Umtata.

Canca & Co., Plaintiff's Attorneys, 4 Imizi Court, 12 Craister Street, P.O. Box 802, Umtata.

Case 424/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BARKLY WEST HELD AT BARKLY WEST

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Dawid Minnie**, First Defendant, and **Natasha Heather Minnie**, Second Defendant

In execution of a judgment of the Magistrate's Court, Barkly West in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Barkly West, on Wednesday, 22 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Deputy Sheriff, Kimberley, prior to the sale:

Certain Erf 2764, portion of Erf 1469, situated in the Town Barkly West, District of Barkly West, in extent 538 square metres, held by Deed of Transfer T3802/1992, also known as 1050 Botterblom Street, De Beershoogte, Barkly West.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single-storey dwelling-house with lounge, kitchen, three bedrooms, bathroom and toilet.

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

Auctioneer's charges payable on the date 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 Kimberley on this 24th day of October 1995.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

NATAL

Saak 4067/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Maureen Vuyiswa Nkwahla**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 27 September 1995, sal die ondervermelde eiendom op 22 November 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit E8185, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie: Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 5de dag van Oktober 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 31/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance and Investment Corporation Ltd**, Eksekusieskuldeiser, en **Shadrack Jabulisani Shabalala**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 27 September 1995 sal die ondervermelde eiendom op 22 November 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 2824, Unit A, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 5de dag van Oktober 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 4865/94

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Execution Creditor, and **Bhekabakhongi Johannes Ndlovu**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and reissued writ of execution dated 22 August 1995, the property listed hereunder will be sold in execution on 1 December 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit 738, Unit D, in the Township of Kwadabeka, District of Pinetown, in extent three hundred (300) square metres.

Postal address: Unit D738, Kwadabeka Township, KwaZulu/Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and asbestos sheeting dwelling consisting of lounge, kitchen, two bedrooms and pit latrine.

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 16th day of October 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/K061/016.)

Case 7567/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Audrey Ntokazi Ndlovu**, Defendant

In pursuance of a judgement granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed thereunder will be sold to the highest bidder without reserve at the south entrance of the Umlazi Magistrate's Court near the National and KwaZulu Flag Post, on Friday, 17 November 1995 at 12:00:

Description: Ownership Unit Z2300 in the township of Umlazi, District of Umlazi, measuring 429 (four hundred and twenty-nine) square metres and described on General Plan PB130/1987, held under Deed of Grant G008068/88;

Physical Address: Z2300 Elangeni Road, Umlazi Township, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile roof dwelling comprising three bedrooms, bathroom, toilet, kitchen and dining-room, there are no outbuildings.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Umlazi, Natal.

Dated at Durban on this 3rd day of October 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S7916/mvr.)

Case 207/90

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Bhekithemba Buthelezi**, 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 10:00, at the Magistrate's Court, Reinhold Street, Melmoth.

1. (a) *Deeds office description:* Ownership Unit No. B-74, situated in the Township of Ulundi, District of Mahlabatini, in extent 1 305 (one thousand three hundred and five) square metres.

1. (b) *Property description* (not warranted to be correct): Single-storey block under tile roof dwelling comprising of two bedrooms, lounge, dining-room, kitchen and bathroom. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Reinhold Street, Melmoth.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/aeH/504/90 (05/K233/504).]

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss Sarojini Naidoo N.O.**, First Defendant, and
Miss Sarojini Naidoo, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 12 September 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central, in the front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 17 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:

(a) Section 314, as shown and more fully described on Sectional Plan SS192/1982, in the scheme known as Bencorrum in respect of the land and building or buildings situated at Durban, Local Authority Area of Durban, of which the floor area, according to the said sectional plan, is 141 (one hundred and forty-one) 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 131 Bencorrum, 183 Prince Street, Durban, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST9339/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under concrete unit consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/basin/shower, shower/toilet and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 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/U177/038028/Mrs Chelin.)

Case 2904/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Number 86/04794/06), Plaintiff, and **Mr Pooniaseelan Manicum**, First Defendant, and **Mrs Kuppamma Manicum** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 15 August 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, at 10:00 on Friday, 17 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 his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, namely:

Lot 1402, Shastri Park, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 300 (three hundred) square metres, which property is physically situated at 216 Trenance Park Drive, Shastri Park, Phoenix, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T9957/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under corrugated asbestos dwelling consisting: Lounge, three bedrooms, kitchen and bathroom/shower. *Outbuildings:* Garage, staffroom and toilet/shower.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 10th 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/U072/014015/Mrs Chelin.)

Case 8855/93

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

In the matter between **Standard Bank of South Africa**, Plaintiff, and **R. F. Humphreys**, Defendant

In pursuance of judgment in the above action immovable property listed hereunder will be sold voetstoots in execution on 21 November 1995, on the front steps of the Magistrate's Court, Somsteu Road, Durban, at 14:00:

Description: Subdivision 5 of 1 of 847, situated in the City of Durban, Administrative District of KwaZulu/Natal and in the Port Natal-Ebhodwe Joint Services Board Area, in extent 348 square metres.

Physical address: 50 Madeline Road, Morningside, Durban.

Improvements: Simplex with brick/asbestos roof consisting of main bedroom (en suite), toilet, bath/washbasin, TV-rest room, bedroom (en suite), separate shower, separate toilet/washbasin, entrance hall, dining-room, lounge, kitchen, guest toilet/washbasin, servants' quarters, swimming-pool, braai area and lock-up garage.

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, Durban North, or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 770/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HLABISA HELD AT MTUBATUBA

In the matter between **First National Bank Limited**, Plaintiff, and **Harry Beeton**, Defendant

In pursuance of a judgment in the above Honourable Court on 21 December 1993, and a warrant of execution issued thereafter, the 1/2 (one half) share of immovable property listed hereunder will be sold in execution on:

Date of sale: 1 December 1995 at 11:00.

Venue: In front of the Magistrate's Court, Port Shepstone.

1. (a) *Deeds office description:* Lot 1144, Uvongo Extension 1, situated in the Borough of Uvongo, and in the Southern Natal Joint Services Board Area, in extent 2 237 (two thousand two hundred thirty-seven) square metres, and held by Deed of Transfer T4937/92.

(b) *Physical address:* 14 Ken Muir Road, Uvongo.

(c) *Property description* (not warranted to be correct): Dwelling under brick and tile and main house divided into three flats each consisting of lounge, kitchen, bathroom, two bedrooms and under-cover parking. The house has three levels of which one flat upstairs and the other two flats downstairs. On the bottom level it has servant's toilet and shower and three store-rooms. The property also has an outbuilding: One flat consisting of lounge, kitchen, shower with washbasin, toilet, bedroom under-cover parking also under brick and tile.

The property is sold voetstoots.

(d) *Town-planning zoning/Special privileges or exemptions:* Special Residential zoning. No special privileges or exemptions. Nothing is guaranteed in the above respects.

2. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

3. The purchaser shall pay a deposit of 10% (ten per centum) 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 Plaintiff's attorney, to be furnished to the Sheriff for the Magistrate's Court within 14 (fourteen) days after the sale.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by said attorneys.

5. The full conditions and reserve price of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Port Shepstone, and at the office of the Sheriff of the Magistrate's Court.

Dated at Mtubatuba on this 19th day of October, 1995.

Scheepers Spies Mdaka, Thuthuka Centre, Ground Floor, Jan Smuts Avenue, P.O. Box 31, Mtubatuba, 3935. (Ref. 01/F0004/054.)

Case 2316/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Lewis Arnold David**, First Defendant, and **Cynthia Renukadevi David**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (KwaZulu/Natal Provincial Division) on Monday, 28 August 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, KwaZulu/Natal, on Friday, 17 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 5 Poort Road, Ladysmith, KwaZulu/Natal, namely:

Lot 5160, Ladysmith Extension 25, situated in the Borough of Ladysmith, Administrative District of Natal, in extent 860 (eight hundred and sixty) square metres, which property is physically situated at 27 Coleus Drive, Ladysmith, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T7843/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of dwelling-house, brick under tile, consisting of a lounge, dining-room, family room, toilet and bathroom, kitchen and three bedrooms. There is an outbuilding consisting of three servants' quarters and a single garage.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) 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 18,25% (eighteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

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

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 3281/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Siphiwe Ephraim Magumeni Gumede**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Friday, 2 December 1994, 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 Mtunzini, in front of the Magistrate's Court Building, Hely Hutchinson Road, Mtunzini, KwaZulu/Natal, on Friday, 17 November 1995 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 16 Hulley Avenue, Mtunzini, KwaZulu/Natal, namely:

Site H2165, Esikhawini, situated in the Township of Esikhawini, District of Ongoye, in extent 650 (six hundred and fifty) square metres, which property is physically situated at H2165, Esikhawini, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer G008288/88.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. There is an outbuilding consisting of a garage.

Zoning: The property is zoned for Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) 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 from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this 3rd day of October 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1824/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Hayden Brett Dunn**, First Defendant, and **Michelle Lorna Dunn**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 16 June 1994, the following immovable property will be sold in execution on Friday, 17 November 1995 at 10:00, at the office of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Lot 129 of Lot 1254, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 479 (four hundred and seventy-nine) square metres, which property is held under Deed of Transfer T27556/89.

The following information is furnished regarding the property but is not guaranteed:

1. The property is zoned Residential and is situated at 3 Planetree Road, Woodlands, Pietermaritzburg.

2. The property consists of a brick under IBR residence comprising lounge, family room with bar area and open plan dining-room, four bedrooms, two bathrooms of which one is en suite, guest toilet, kitchen and single garage under house.

Conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, Pietermaritzburg, within 21 (twenty-one) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg.
3. The sale is subject to a reserve price of R10 000,00.

Dated at Pietermaritzburg this 27th day of September 1995.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case 34488/94

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Execution Creditor, and **Eric Ronald Percy Lawler**, Execution Debtor

In pursuance of judgment granted on 21 September 1994, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 28 November 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 167 of Lot 818, Brickfield, situated in the City of Durban, Administrative District of Natal, in extent 707 (seven hundred and seven) square metres.

Postal address: 39 Raftery Crescent, Sherwood, Durban, 4091.

Improvements: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/toilet, attached basement, tandem garage.

Town-planning: Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the 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, 15 Milne Street, Durban, 4001, or at out offices.

Dated at Durban this 13th 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/034613/072/Mrs Chetty.)

Case 4568/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Plaintiff, and **Iulian Samuel**, 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, Durban Central, in the front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 17 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 Stamayer House, Beach Grove, Durban, namely:

Lot 82, Carrington Heights, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 769 (seven hundred and sixty-nine) square metres, which property is physically situated at 2 Mountain Rise, Carrington Heights 4001, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T17159/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom/toilet/shower, bathroom/toilet, toilet. *Outbuildings:* Two garages, staffroom, shower/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 centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 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/A332/019536/Mrs Chelin.)

Saak 3409/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Mguli Henry Nsuntsha**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 3 Oktober 1995, sal die ondervermelde eiendom op 22 November 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit B1237, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 11de dag van November 1995.

P. G. Steyn, De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 7701/93

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 **Trevor Smith N.O.**, First Defendant, **Margaret Smith N.O.**, Second Defendant, **Trevor Smith**, Third Defendant, and **Margaret Smith**, Fourth 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, Court-house Road, Port Shepstone, on Friday, 17 November 1995 at 09:00:

Description: Lot 949, Port Edward, situated in the Port Edward Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1,1077 (one comma one nought seven seven) hectares, held under Deed of Transfer T17039/91.

Physical address: 11 Valley Road, Port Edward, Natal.

Zoning: Special Residential.

The property consists of the following:

Dwelling under brick and tile consisting of double garage, store-room, laundry, kitchen, main en-suite with dressing room, study, dining-room, lounge, TV room, two bedrooms, bathroom, enclosed verandah and passage.

Outbuildings: Small flat under brick and asbestos with verandah and under cover carport, lounge, kitchen, bedroom, bathroom, servant's room with bathroom and kitchen.

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 purchaser 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, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 16th day of October 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001 (Ref. Mr J. A. Allan/S.6980/mvr.)

Case 12549/94

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Execution Creditor, and
Boyce Themba Mkhologo, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 6 July 1995, the property listed hereunder will be sold in execution, on 1 December 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit D741, in the Township of Kwadabeka, District of Pinetown, in extent 300 (three hundred) square metres.

Postal address: Unit D741, Kwadabeka Township, KwaZulu/Natal.

Town-planning zoning: Residential.

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

A single storey concrete block and asbestos sheeting dwelling consisting of lounge, kitchen, bedroom and pit latrine.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser within prior approval.

Dated at Pinetown this 17th day of October 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/K061/039.)

Case 8087/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Poobalan Govender**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 17 February 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban North on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 17 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 15 Milne Street, Durban, 4001, namely:

Subdivision 12 of Lot 364, Springfield, situated in the City of Durban, Administrative District of Natal, in extent four hundred and sixty-two (462) square metres, now known as Subdivision 12 of Lot 364, Springfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent four hundred and sixty-two (462) square metres, which property is physically situated at 12 Ribes Place, Springfield, Durban, 4091, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T22332/86.

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, shower/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 centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum, from 1 October 1994 to 31 October 1994 and at the rate of 16,25% (sixteen comma two five per centum) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 29th day of September 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/040539/A332/Mrs Chetty.)

Case 5031/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Graham Peter Myburgh**, First Defendant, and **Audrey Catherine Myburgh**, 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: Subdivision 2237, of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent five hundred and eighty-three (583) square metres, held under Deed of Transfer T14113/90.

Physical address: 8 Topping Place, Woodlands, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey cement walls under tile roof dwelling comprising: *Main house:* Three bedrooms, toilet (lino floor), bathroom (bath/basin/shower), lounge (carpeted), dining-room (carpeted) and kitchen (lino floors/fitted cupboards). The outbuildings/servant's quarters comprise a room with toilet/shower. There is no garage.

The property is fully fenced with concrete and wire fencing.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court's Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, 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.7644/mvr.)

Case 9523/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (86/04794/06), Plaintiff, and **Raymond Belintheren Moodley**, First Defendant, and **Mrs Devaroshinie Moodley**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 1 February 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Inanda District 2, at the Magistrate's Court, Moss Street, Verulam, on Friday, 17 November 1995 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Lot 1373, Castlehill, situated in the City of Durban, Administrative District of Natal, in extent 546 (five hundred and forty-six) square metres, which property is physically situated at 286 Castlehill Drive, Castlehill, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T17476/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, toilet and verandah.

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 centum) 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 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 3rd 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/U177/006837/Mrs Chelin.)

Case 2909/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Ntombi Mildred Shangase**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 17 November 1995 at 09:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, to the highest bidder for cash, without reserve:

Ownership Unit 2413, in the Township of Edendale DD, District of Edendale, Natal, in extent of 297 (two hundred and ninety-seven) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 2413, in the Township of Edendale DD, District of Edendale, KwaZulu/Natal.
2. The property has been improved by the construction thereon of dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the Offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal, during normal office hours.

Dated at Pietermaritzburg this 4th day of October 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/myb/50/K0116/C3.)

Case 1327/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and
Keet Luvuyo Mbambi, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 17 November 1995 at 11:00, at the Sheriff of the Supreme Court in front of the Magistrate's Court, Port Shepstone, to the highest bidder for cash, without reserve:

Lot 1505, Margate Extension 3, situated in the Borough of Margate and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 041 (one thousand and forty-one) square metres held under Deed of Transfer T31517/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 1505 Lenard Road, Margate, KwaZulu/Natal.
2. The property has been improved by the construction thereon of a three-bedroomed dwelling with lounge, kitchen, bathroom/toilet, second bathroom, separate toilet and garage.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the Offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 4th day of October 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P R J Dewes/vmh 45/S0288/B5.)

Case 1788/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and
Philangani Ncane Linda, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 23 November 1995 at 11:00, at the Sheriff of the Supreme Court at the Front Steps, Magistrate's Court, Mtubatuba, KwaZulu/Natal, to the highest bidder for cash, without reserve:

Ownership Unit A495, situated in the Township of Kwamsame, District of Hlabisa, 325 (three hundred and twenty-five) square metres, held under Deed of Grant G7042/87.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at A495, Kwamsame, District of Hlabisa, KwaZulu/Natal.
2. The property has been improved by the construction thereon of a two-bedroomed dwelling with lounge, kitchen, bathroom and toilet.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the Offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal, during normal office hours.

Dated at Pietermaritzburg this 6th day of October 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P R J Dewes/vmh 45/S0304/B5.)

Case 8296/95

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Velaphi Victor Mkhize**, First Execution Debtor, and
Nomzamo Joyce Mkhize, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 15 August 1995, the property listed hereunder will be sold in execution on 1 December 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 147, Farningham Ridge, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, measuring one thousand two hundred and sixty-eight (1 268) square metres.

Postal address: 41 Heaton Nichols Road, Farningham Ridge, Pinetown, KwaZulu/Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property (but nothing is guaranteed): A single storey brick and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s swimming-pool, garage, servants' quarters and concrete fencing.

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 13th day of October 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N002/010.)

Case 6042/91

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06, Execution Creditor, and **Funakhona Amon Madlala**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and reissued writ of execution dated 9 June 1995, the property listed hereunder will be sold in execution on 1 December 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit K121, Kwadabeka, situated in the township of Kwadabeka, District of Pinetown, in extent three hundred and thirty-eight (338) square metres.

Postal address: Unit K121 Kwadabeka Township, KwaZulu/Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property (but nothing is guaranteed): A single storey concrete block and tile dwelling consisting of lounge, kitchen, two bedrooms, bathroom, w.c. and steps.

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 13th day of October 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/383.)

Case 3785/95

IN THE SUPREME COURT OF SOUTH AFRICA (Durban and Coast Local Division)

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

1. The following property shall be sold by the Sheriff for the Supreme Court, Inanda Area 1 on 1 December 1995 at 10:00, at the front entrance of the Magistrate's Court, corner of Moss and Groom Streets, Verulam, to the highest bidder without reserve:

Lot 342, Duffs Road, situated in the Development and Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 016 square metres, held by Defendant under Deed of Transfer T4795/1961 and having street address at 5 Heron Road, Duffs Road, KwaZulu/Natal.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The property is zoned light industrial;

2.2. the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots);

2.2.1 brick under iron shop incorporating a verandah and behind which is a toilet and a store-room.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum of R6 000] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenues, Mountview and at the offices of the Plaintiff's attorney given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 5th day of October 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.1663/D11.)

Case 4999/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

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

1. The following property shall be sold by the Sheriff for the Supreme Court, Pinetown, on 1 December 1995 at 10:00, at the front entrance of the Magistrate's Court, Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve:

Lot 1378, Queensburgh, situated in the Borough of Queensburgh Administrative District of Natal, Province of KwaZulu/Natal in extent 1 807 square metres held by Defendant under Deed of Transfer T10720/92 and having street address at 9 Fifth Avenue, Malvern, Durban, KwaZulu/Natal.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The property is zoned special residential;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots);

2.2.1 single-storey dwelling comprising lounge, kitchen, three bedrooms, bathroom and w.c.;

2.2.2 outbuildings comprising attached garage and detached servants' quarters and swimming-pool.

3. Terms:

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) 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, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of the Plaintiff's attorney given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 8th 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.1587/D11.)

Case 10737/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Specks (Pty) Limited**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 21 September 1995, the immovable property listed hereunder will be sold in execution on Friday, 17 November 1995 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 90 (of 88) of Lot 3098, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 001 (one thousand and one) square metres, situated at 3 Savannah Place, Lester Park, Pietermaritzburg, held by Judgment Debtor under Certificate of Registered Title 10056/93.

The following information is given about the immovable property (but is not guaranteed):

Zoning: Special residential.

Improvements: Vacant land.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 16th day of October 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N0074/95.)

Case 36431/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Carl Louis Horwood**, First Defendant, and **Michelle Sophia Horwood**, Second Defendant

In pursuance of a judgment granted on 27 July 1995, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 November 1995 at 10:00, in front of the Magistrate's Court, North Facing Entrance, Somtseu Road, Durban:

Description: A certain piece of land being, Subdivision 955, of the Farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 481 square metres.

Postal address: 53 Halifax Road, Woodlands, Durban.

Improvements: Brick under tile, two bedrooms carpeted, kitchen, fitted cupboards, floor lino, dining-room/lounge combined, separate toilet, bathroom, bath, basin, floors and walls tiled, fenced, servants' quarters, shower and toilet and room, roof tile.

Town-planning zoning: Special residential (minimum plot size 650 square metres).

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent Creditor, then the interest payable upon such preferent Creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 7th day of October 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL2384.)

Case 16932/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Noel Ernest Naidoo**, First Defendant, and **Hashendri Naidoo**, Second Defendant

In pursuance of a judgment granted on 28 July 1995 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 November 1995 at 10:00, in front of the Magistrate's Court, north facing entrance, Somtseu Road, Durban:

Description: A certain piece of land being:

1. A unit consisting of:

(a) Section 69, as shown and more fully described on Sectional Plan SS336/94, in the scheme known as Key Largo, in respect of the land and building or buildings situated at Doonside, Borough of Kingsburgh, of which section the floor area, according to the said sectional plan, is 76 square metres in extent; and

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

Postal address: 69 Key Largo, 21-23 Beach Road, Kingsburgh.

Improvements: Flat, consisting of two bedrooms, main en suite bathroom with bath, basin, toilet, bathroom with toilet, shower, basin, open plan kitchen, lounge/dining-room combined and two parking bays No. 69.

Town-planning Zoning: General Residential 3.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, Value-Added Tax, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 101 Legaton, 40 St George's Street, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 7th day of October 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL2342.)

Case 16121/94
PH 59IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Stand 14 Barbados CC**, 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 in front of the Magistrate's Court-house, Courthouse Road, Port Shepstone, on Friday, 24 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 Stand 14, Barbados CC, more fully described as Subdivision 14 (of 2) of Lot 1015, Port Edward, situated in the Umtamvune/Port Edward Transitional Local Council and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, area 785 (seven hundred and eighty-five) square metres.

Improvements (not guaranteed): Vacant stand.

Terms: A cash payment immediately on the property being knocked down to the purchaser of either (i) 10% (ten per cent) of the purchase price, or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; 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 R100.

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

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/N464.)

Case 2676/94

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

In the matter between **Arumugam Reddy**, Plaintiff, and **Will-O-East Motors CC**, First Defendant, **Garth Clint de Lange**, Second Defendant, **Claude Finlay de Lange**, Third Defendant, **Lorna June de Lange**, Fourth Defendant, **Claire le Roux**, Fifth Defendant, **Haydon Brett Dunn**, Sixth Defendant, and **Michelle Lorna Dunn**, Seventh Defendant

Take notice that in execution of a judgment by default in the above court, a sale in execution, without reserve, will be held by the Sheriff of the Supreme Court, 5 Courtyard, Derak Hall, 172 Loop Street, Pietermaritzburg, on Friday, 17 November 1995 at 10:30, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Subdivision 129 of Lot 1254, Pietermaritzburg, situated in the Pietermaritzburg, Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 479 square metres, held by the Sixth and Seventh Defendants under Deed of Transfer T27556/89.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. 3 Planetree Road, Woodlands, Pietermaritzburg.
2. The property consists of a brick under IBR residence comprising lounge, family room, with bar area and open plan dining-room, four bedrooms, two bathrooms of which one is en-suite, guest toilet, kitchen and single garage under the house.
3. The Town-planning Zoning of the property is Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu/Natal.

Dated at Pietermaritzburg on this the 4th day of October 1995.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. O. D. Hart/al.)

Case 3462/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Body Corporate of the La Cote D'Azur Sectional Timesharing Scheme No. SS321/86**, Plaintiff, and **Winston Joshua Halls**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 16 May 1995, the following immovable property will be sold in execution on 24 November 1995 at 09:00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Door 607, Section 56, Lot 3670, Margate, as shown and more fully described on Sectional Plan 321/1986 in the building known as La Cote D'Azur, A21/365 share; and

situated in the Township of Margate and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 136 square metres (one hundred and thirty-six).

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Margate.

Upon the property is an improvements flat consisting of one main en suite, bedroom, bathroom, open plan lounge, dining-room, kitchen, balcony and undercover parking.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Court, Magistrate's Court, Port Shepstone, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Port Shepstone on this the 19th day of October 1995.

P. H. G. Stoppel & Co., Execution Creditor's Attorneys, 3 Bazley Street, Port Shepstone. (Tel. 0391-82-6320). (Ref. Colls/CR/B113.)

Case 4771/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **N B S Bank Limited**, Plaintiff, and **Veronica Visser**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 8 August 1995, the following immovable property belonging to the above-named Defendant, will be sold in execution on 17 November 1995 at 10:00 on the steps of the Supreme Court, Masonic Grove, Durban, Natal, to the highest bidder for cash, without reserve:

A unit consisting of:

(a) Section 2 as shown and more fully described on Sectional Plan SS95/86, in the scheme known as Windsor Court in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area, according to the said Sectional Plan is 69 (sixty-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; and held by the Defendant under Deed of Transfer ST2128/94.

The following information relating to the property is furnished but not guaranteed in any way.

Physical address: The property is situated at 2 Windsor Court, Queen Mary Avenue, Umbilo, Durban.

Improvements: Improvements of the attached property as follows: Flat consisting of 1½ bedrooms, bathroom, toilet, lounge/dining-room, hall, kitchen, enclosed porch serves as a ½ bedroom. *Common property facilities:* Drying area and parking bay. No guarantee is given with these improvements.

Terms: The conditions of sale may be inspected at the offices of the Sheriff Durban Central, 21 Stafmeyer House, Beach Grove, Durban, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, Natal, during normal office hours.

Dated at Durban in October 1995.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. KW/ayt/N359/028.)

Case 4959/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **N B S Bank Limited**, Plaintiff, and **Wane Craig Marais**, First Defendant,
and **Terry Anne Marais**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 23 August 1995, the following immovable property belonging to the above-named Defendants, will be sold in execution on 17 November 1995 at 10:00 on the front entrance of the Supreme Court-House, Masonic Grove, Durban, Natal, to the highest bidder for cash, without reserve:

A unit consisting of:

(a) Section 1 as shown and more fully described on Sectional Plan SS188/1981, in the scheme known as Elizabeth Court in respect of the land and building or buildings situated at Durban, local authority of Durban, of which the floor area, according to the said Sectional Plan is 88 (eighty-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 Certificate of Registered Sectional Title ST188/1991(1) Unit.

The following information relating to the property is furnished but not guaranteed in any way.

Physical address: The property is situated at Flat 6, Elizabeth Court, 31 Chelmsford Road Durban.

Improvements: The property a flat consisting of two bedrooms, lounge/dining-room, kitchen, bathroom and toilet. No guarantee is given with these improvements.

Terms: The conditions of sale may be inspected at the offices of the Sheriff Durban Central, 21 Stafmeyer House, Beach Grove, Durban, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, Natal, during normal office hours.

Dated at Durban on this 16th day of October 1995.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. KW/ayt/N359/032.)

Case 5353/95

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

In the matter between **Standard Bank Home Loans**, Plaintiff, and **Edwin Edmund Schoombie**, 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 24 November 1995 at 10:00, at the office of the Sheriff, 1 Savell Place, Scottburgh South:

Section 12 as shown and more fully described on Section Plan SS69/1979 in the scheme known as The Flying Fish in respect of land and building or buildings situated at Hibberdene, measuring 76 (seventy-six) square metres, held by Defendant under Certificate of Registered Sectional Title No. ST69/1979 (12)(UNIT), situated at Flat 6, The Flying Fish, 701 Marlin Drive, Hibberdene.

The following information is furnished, though in this respect nothing is guaranteed: Flat consisting of bedroom, lounge, dining-room, kitchen and bathroom.

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, Scottburgh.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L435816/dw.)

Case 74494/94

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

In the matter between **Shaun Stafford Brooks**, Judgment Creditor, and **Merrievale Share Block (Pty) Ltd**, Judgment Debtor

In pursuance of a judgment granted on 20 December 1994, in the Durban Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23 November 1995 at 14:00, at Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description:

1. (a) Section 1 as shown and more fully described in Sectional Plan SS211/1993 in the scheme known as Merrievale, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which section the floor area according to the sectional plan is 57 (fifty-seven) square metres, in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; by Virtue of Deed of Transfer ST8918/93.

2. An exclusive use area described as Garden 1 measuring 52 (fifty-two) square metres, being as such part of the common property, comprising the land and the scheme known as Merrievale in respect of the land and buildings situated at Merrievale, in the City of Durban, as shown and more fully described on Sectional Plan SS211/1993 held under Notarial Deed of Cession SK1530/1993S, in extent fifty-seven (57) square metres.

Postal address: 15 Newburgh 89, Chelmsford Road, Durban.

Improvements: One and a half bathroom, lounge, combined toilet and bathroom, kitchen and small garden.

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 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 of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 16th day of October 1995.

A. C. MacKinnon, for Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-3541.]

Case 1789/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Allied Bank**, Execution Creditor, and **Neil Hetherington**, Execution Debtor

In pursuance of judgment in this action the following immovable property shall be sold in execution on Friday, 24 November 1995 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Section 10, as shown and more fully described on Sectional Plan SS142/1989, in the scheme known as Ilala Palms, in respect of the land and building or buildings situated at Uvongo, Borough of Uvongo, of which section the floor area, according to the sectional plan is 113 (one hundred and thirteen) square metres in extent, and an undivided share in the common property apportioned to the said section in accordance with the participation quota of the said section, situated 10 Ilala Palms, Queen Street, Uvongo.

Improvements: Flat consisting of open plan lounge and diningroom, kitchen, two bedrooms, bathroom, toilet and balcony.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Meumann & White, Execution Creditor's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Theron/014567.)

Case 3620/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **United Bank**, Plaintiff, and **Govindsamy Govender**, First Defendant, and **Munniamah Govender**, Second Defendant

In pursuance of judgment in this action the following immovable property shall be sold in execution on Friday, 24 November 1995 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 1036, Marburg Extension 11, situated in the Marburg Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 129 (one thousand one hundred and twenty-nine) square metres, situated at corner of Deenvale and Tulip Place, Marburg.

Improvements: Dwelling under brick and tile, consisting of three bedrooms, main en suite with shower, basin and toilet, toilet, basin and bath, kitchen, lounge, dining-room and garage. Flatlet consisting of two bedrooms, lounge cum dining-room and bathroom.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban, 4001. (Ref. L. Theron/029574.)

Case 3683/91

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

In the matter between **Trust Bank Limited**, Plaintiff, and **J. J. Joubert**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 29 May 1991, and a warrant of execution, the undermentioned property will be sold on 1 December 1995 at 10:00, at the Magistrate's Court, Courthouse Road, Port Shepstone, to the highest bidder:

An undivided $\frac{1}{2}$ share in section 6, as shown and more fully described on Sectional Plan SS153/1986, in the scheme known as Margate Sands in respect of the land and building or buildings situated at Margate, Transitional Local Council of Margate, of which the said floor area according to the said sectional plan is 139 (one hundred and thirty-nine) square metres, 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 specified in the schedule endorse on the said section plan held by Certificate of Registered Sectional Titled ST153/1986 (6) (-13) (unit).

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 or secured 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 be 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, Port Shepstone.

Dated at Boksburg this 17th 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.)

Case 1067/95

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and
Robert Eriksen-Miller, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 17 November 1995 at 09:30, by the Sheriff of the Supreme Court, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, to the highest bidder for cash, without reserve:

A unit consisting of:

1. (a) Section 7, as shown and more fully described on Sectional Plan SS384/1985 in the scheme known as Donleo in respect of the land and buildings situated at Pietermaritzburg, Local Authority, Pietermaritzburg, of which section the floor area, according to the said sectional plan is 39 (thirty nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; held under Deed of Transfer ST9123/93.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 7 Donleo, Commercial Road, Pietermaritzburg, KwaZulu/Natal.
2. The property consists of a bachelor flat, kitchen, bathroom and toilet.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the Offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal, during normal office hours.

Dated at Pietermaritzburg this 16th day of October 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P R J Dewes/vmh 45/S0276/B5.)

Case 462/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Crown National (Pty) Ltd**, Execution Creditor, and
Surendra Pancha, trading as Casino Meats, Execution Debtor

In pursuance of a judgment on 24 March 1995, in the Supreme Court of South Africa (Durban and Coast Local Division) 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, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: An undivided one quarter (¼) share, in and to Lot 1624, Reservoir Hills Extension 5, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 317 (one thousand three hundred and seventeen) square metres, held under Title T14665/1981.

Physical address: 305 Mountbatten Drive, Reservoir Hills.

Improvements: Double-storey brick under tile dwelling with:

Downstairs: Lounge/dining-room, three rooms, kitchen, toilet/showers.

Upstairs: Kitchen, three rooms, master bedroom with en suite bathroom, dining-room, toilet/bath. Four garages with single quarters. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder and shall be sold with a reserve price as envisaged in terms of rule 46 (5) (a).

2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to date of transfer (both days inclusive), and to the Bondholder at the rate of 18,25% (eighteen comma two five per centum) per annum on the amount of the Bondholder's award in the plan of distribution as from the date of sale to the date of transfer (both days inclusive).

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

6. The purchaser shall be liable for payment of the sales commission immediately after the sale.

The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the office of Prior & Prior.

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

Prior & Prior, Execution Creditor's Attorneys, 11 Lennox Road, Greyville, Durban, 4023. (Ref. A. Prior/C.063.)

Case 707/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Mrs M. Hall**, Execution Creditor, and **Dickson Sikhumbuso Silangwe**, First Execution Debtor, and **Nombuso Mavis Silangwe**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Port Shepstone held at Port Shepstone, dated 10 May 1995, on a warrant of execution dated 24 August 1995, the following immovable property will be sold in execution on 1 December 1995 at 10:00, at the main entrance to the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Lot 1997, Margate Extension 3, situated in the Borough of Margate and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one thousand and seventy-one (1 071) square metres.

The following information is furnished regarding the property but is not guaranteed: The property consists of a dwelling under brick and tile, consisting of lounge, kitchen, dining-room, main en suite, two bedrooms, bathroom, servant's toilet, and small enclosed courtyard.

The property is zoned Residential and there is no special privilege attached to the property.

Material conditions of sale:

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder. The property is sold voetstoots and nothing in the respect set out above/below is guaranteed.

1.2 The purchaser shall pay 10% (ten per cent) of the purchase price and the auctioneer's commission 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, Port Shepstone, within fourteen (14) days of the date of sale.

1.3 The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum to the Plaintiff, and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Plaintiff and to the bondholder/s in the plan of distribution from date of sale to date of transfer, both days inclusive.

1.4 Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale can be inspected at the offices of the Sheriff of Port Shepstone at Lot 458, Escombe Street, Port Shepstone, South Coast, KwaZulu/Natal.

Dated at Margate on this 16th day of October 1995.

J. F. Nieuwoudt, Execution Creditor's Attorneys, corner of Homestead and Erasmus Roads; P.O. Box 1373, Margate, 4275.

Case 32552/92

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

In the matter between **Bankorp Limited**, Plaintiff, and **J. R. Elder**, Defendant

In pursuance of a judgment in the above matter and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 November 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: The Remainder of Lot 519, Bellair, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 899 square metres, held under Deed of Transfer T21206/1992.

Physical address: 93 Manorview Road, Bellair, Durban.

Improvements: Wood and iron house with brick, two bedrooms, lounge, dining-room, bath, toilet, kitchen and fenced (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee to be furnished within fourteen (14) days after the sale.

The full conditions may be inspected at the office of the Sheriff, Durban Central, or at the offices of Strauss Daly Inc.

Dated at Durban this 11th day of October 1995.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z07274.)

Case 3616/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Grahamstown Building Society**, Plaintiff, and **Kolhendra Naidoo**, First Defendant, and **Jagathambal Naidoo**, Second Defendant

In pursuance of judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 24 October 1994, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution on by the Sheriff of the Supreme Court, Scottburgh South, on 24 November 1995 at 10:00, at the office of the Sheriff, 1 Savell Place, Scottburgh South, without reserve:

Property description: Subdivision 186 of 167 of the farm Umkomanzi Drift 1357, situated in the Craigieburn Development Area in the Southern Natal Joint Services Board Area, held under Deed of Transfer T22003/89, subject to the conditions therein contained.

Zoning of property: Special Residential 1.

Improvements of property (but nothing is guaranteed in respect thereof): Brick and plaster under tile dwelling consisting of kitchen, lounge/dining-room combined, verandah, seven bedrooms, bathroom and two toilets.

Outbuildings: Brick and plaster under tile, double garage with two rooms, kitchen, bathroom and toilet.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee, approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Supreme Court, Scottburgh South, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Scottburgh South, 1 Savell Place, Scottburgh South.

Dated at Durban this 23rd day of October 1995.

Woodhead Bigby & Irving, Attorneys for Plaintiff, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. PGR/pvdm/06D0896A5.)

Case 37823/92

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

In the matter between **Metropolitan Life Limited**, Plaintiff/Execution Creditor, and **Bhekumuzi Moses Muthwa**, Defendant/Execution Debtor

In accordance with the judgment of the above Court and warrant of execution against immovable property, the following property will be sold in execution on 21 November 1995 at 14:30, at the Magistrate's Court, north-facing entrance, Durban, KwaZulu/Natal:

1. Subdivision 12 (of 2) of Lot 578, situated in the Bourough of Isipingo (Southern Transitional Metropolitan Substructure Council), Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province Casual Natal, in extent 1 124 square metres.

Street address: 11 Mahes Road, corner of Sabjee Street, Isipingo.

2. The main building is of brick, and tile with wooden window frames. There are four bedrooms, study, two bathrooms, one toilet, sitting-room, dining-room and kitchen with built-in cupboards. The outbuilding consists of a single garage, servants' quarters, washroom, toilet and shower (none of which details are guaranteed by the Plaintiff or its attorneys).

3. The sale shall be upon the terms and conditions of the full sale conditions as may be inspected at the offices by the Sheriff, Magistrate's Court, Durban South, 101 Lejaton Building, 40 St Georges Street, Durban.

4. The property is sold voetstoots (i.e. as it stands) and subject to all the conditions of the relevant title.

5. Transfer to the buyer shall be effected by the Plaintiff's attorneys and the buyer shall pay all amounts in respect of the purchase price, interest, transfer costs, current and arrear rates and taxes and all other expenses as are contained in the sale conditions.

Dated at Pietermaritzburg on this 23rd day of October 1995.

Pierre Odendaal & Co., Execution Creditor/Plaintiff's Attorneys, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. PO/dk/01M 050 008.)

Case 29540/93

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

In the matter between **Saambou Bank Limited**, Plaintiff/Execution Creditor, and **Johannes Hlongwane**, First Defendant/Debtor, **Esther Hlongwane**, Second Defendant/Debtor, **Brian Hlongwane**, Third Defendant/Debtor, and **Protas Hlongwane**, Fourth Defendant/Debtor

In accordance with a judgment of the above Court, the following property will be sold at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal, on 24 November 1995 at 11:00:

Site 611, Edendale East Q, Township of Edendale, Pietermaritzburg, KwaZulu/Natal, in extent 530 square metres, held by Grant 00013765, dated 21 December 1990. The building on the land was seriously vandalised.

The full conditions of sale may be inspected during business hours at the offices of the said Sheriff and the attorneys nominated below.

Dated at Pietermaritzburg on this 24th day of October 1995.

Pierre Odendaal & Co., Plaintiff's Attorneys, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg, 3201. (Ref. PO/dk/05S 220 001.)

Case 30578/95

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

In the matter between **Lander & Tomlinson**, Plaintiff, and **Mr Charles Haines**, Defendant

In pursuance of a judgment granted on 6 June 1995, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, on Monday, 4 December 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Subdivision 301 of Lot 431, Zeekoe Vallei, situated in the Port Natal-Ebhodwe Joint Services Board Area, in extent 1 259 square metres and Subdivision 302 of Lot 431, Zeekoe Vallei, situated in the Port Natal-Ebhodwe Joint Services Board Area, in extent 907 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 78 Marbleray Drive, Newlands East and the property consists of land improved by a dwelling-house comprising three carpeted bedrooms, lounge, dining-room (carpeted), kitchen, two toilets and two bathrooms and has burglar guards.

Material condition of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Inanda Area 2, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Court, Inanda Area 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 25th day of October 1995.

P. A. Lander, for Lander & Tomlinson, Plaintiff's Attorneys, 6 Magister Court, 11 Muthaiga Place, Glenwood; and also at Ground Floor, 2 Heritage Park, 51 Norfolk Terrace, Westville. (Ref. Mr Lander/AJ/CH037 000.)

Case 1539/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **O and A. Bux**, Execution Debtors

In pursuance of a judgment in the Court of the Magistrate for the District of Umzinto, held at Scottburgh dated 28 January 1994, on a warrant of execution dated 27 July 1995, the following immovable property will be sold in execution on 24 November 1995 at 10:00, at the Sheriff's office, 1 Savell Place, Scottburgh South, to the highest bidder:

Remainder of Lot 518, Park Rynie (11 First Street), situated in the Scottburgh/Umzinto North Transitional Local Council and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 991 (nine hundred and ninety-one) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property consists of brick under tile dwelling consisting of a double garage, servants' quarters with two bedrooms, toilet and shower. Main building consists of brick under tile consisting of two passages, six bedrooms with built in cupboards, two bathrooms, two kitchens, two pantries, two lounge/dining-rooms, two incomplete extensions to lounge/dining-rooms.

The property is zoned residential and there is no special privilege attached to the property.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out above/below is guaranteed.

2. The purchaser shall pay 10% (ten per centum) of the purchase price and the auctioneer's commission 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, Scottburgh, within 14 (fourteen) days of the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per centum) per annum to the Plaintiff and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Plaintiff and to the bondholder/s in the plan of distribution from date of sale to date of transfer, both days inclusive.

4. Transfer shall be effected by the attorneys for 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 can be inspected at the offices of the Sheriff of Scottburgh, 1 Savell Place, Scottburgh South [Tel. (0323) 2-1595.]

Dated at Margate on 18 October 1995.

John Louw, McGarr & Associates, Execution Creditor's Attorneys, corner of Homestead/Erasmus Roads, Margate; P.O. Box 408, DX7 Margate, 4275. (Ref. JRL CR 31N154013.)

Case 11600/95

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

In the matter between **Investec Bank Limited**, Execution Creditor, and **Russell Trevor James**, Execution Debtor

In pursuance of a judgment granted on 22 March 1995 in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 24 November 1995 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Remainder of Lot 2848, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 896 square metres, held under Deed of Transfer T16241/91.

Physical address: 433 Burger Street, Pietermaritzburg, KwaZulu/Natal.

Improvements: Brick under corrugated iron dwelling consisting of burglar guarded verandah, passageway, two lounges, kitchen, scullery, three bedrooms, bathroom and toilet. *Outbuildings:* Brick under corrugated iron outbuilding consisting of two rooms and shed.

Town-planning zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rule made thereunder. The property is sold voetstoots and nothing in respect thereof is guaranteed.

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 Execution Creditor's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 15,75% (fifteen comma seven five per centum) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer, both days inclusive.

4. Transfer shall be effected by the attorneys for the Execution Creditor 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 Execution Creditor's attorneys.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal.

6. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be born by the purchaser.

7. The purchaser agrees that there is no obligation on the Execution Creditor or Sheriff to furnish an Electrical Installation Certificate of Compliance issued under the Regulations in terms of the Occupational Health and Safety Act of 1933 or any amendment thereof. The purchaser will be obliged, at his own cost, to obtain such certificate as from the date of occupation or registration, whichever is the earlier.

Dated at Durban this 26th day of October 1995.

Garlicke & Bousfield Inc., Execution Creditor's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Tel. 305-7595.) (Ref. Mr J. Whittle/hw.)

**Case 23869/95
PH 132**

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **The Tafelberg Trust**, First Execution Debtor, and **Barend Jacobus Engelbrecht**, Second Execution Debtor

In pursuance of a judgment in the above action the immovable property listed hereunder will be sold in execution on 21 November 1995 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 2, as shown and more fully described on Sectional Plan SS109/91, in the scheme known as Pembroke Gardens, in respect of the land and building or buildings situated at Durban North, Local Authority of Durban, of which section the floor area, according to the said sectional plan is 181 (one hundred and eighty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST109/91(2) (Unit).

Physical address: 2 Pembroke Gardens, corner of Kruin Crescent and Pembroke, Durban North.

Improvements: Dwelling consisting of brick and tile, double lock-up garage, lounge, dining-room, TV lounge (tiled), kitchen, bathroom, three bedrooms (en suite), veranda and servants' quarters consisting of room and bathroom.

NB! Nothing is guaranteed.

Municipal Electricity and Water Supply: Local Authority.

Vacant possession is not guaranteed.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance including commission on the sale against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

2. The purchaser to pay all costs of transfer and all other outgoing in respect of the property.

3. The Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoing.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban, telephone number 368-2100.

Dated at Durban this 19th day of October 1995.

Chapman Dyer Miles & Moorhead, Execution Creditor's Attorneys, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/05/N6748/94.)

Case 49001/95

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Jacobus Hendrikus Senekal**, First Execution Debtor, and **Emmarentia Cornelia Senekal**, Second Execution Debtor

In pursuance of a judgment granted on 15 August 1995, in the Magistrate's Court for the District of Durban held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 16 November 1995 at 10:00, in front of the Magistrate's Court, North Facing Entrance, Somtseu Road, Durban:

Description: A unit consisting of:

(a) Section 76 as shown and more fully described on Sectional Plan SS43/1984, in the scheme known as Miland Court in respect of the land and building or buildings situated at Mayville Terrace, Amanzimtoti, of which the floor area, according to the said sectional plan is fifty-four (54) 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 ST4586/93.

Street address: Flat 31, Miland Court, Mayville Terrace, Amanzimtoti.

Improvements: A flat consisting of two bedrooms, bathroom and toilet combined, kitchen, lounge and Parking Bay 31.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18,25% (eighteen comma two five per cent) per annum to the bondholder, Nedcor bank Limited (formerly Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St George's Street, Durban, Telephone 301-0091.

Dated at Durban this 12th day of October 1995.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 2081/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sibusiso Bhukumuzi Ziqubu**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post), on Friday, 17 November 1995 at 12:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as: The right of leasehold in respect of Site 179, Umlazi-S, situated in the Township of Umlazi, District of Umlazi, in extent three hundred and thirty-two (332) square metres held under Certificate of Right of Leasehold G001737/94.

Street address: Site 179, Umlazi-S, Umlazi.

Improvements: A brick plastered dwelling house under tiled roof with electricity comprising two bedrooms, bathroom, kitchen and dining-room/lounge.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi, at the old Magistrate's Court Building, Block C, Room 4, Section V1030, Umlazi, Telephone 906-1713.

Dated at Durban this 12th day of October 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 12083/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Eric James Campbell McKay**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 10 Augustus 1995, sal die ondervermelde eiendom op 17 November 1995 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 12093, Bloemfontein-uitbreiding 70, geleë in die stad en distrik Bloemfontein, ook bekend as St Helenasingel 21, Bloemfontein, groot 1 186 vierkante meter, gehou kragtens Transportakte T7142/1994, onderworpe aan sekere termes en voorwaardes soos daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis met vier slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, familiekamer, studeerkamer en twee motorhuise.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprijs binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Wes, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 14864/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Anna Elizabeth Visser**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 10 Augustus 1995, sal die ondervermelde eiendom op 17 November 1995 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere onverdeelde aandeel in die gemeenskaplike eiendom in die skema bekend as Bosrant Deel 8, soos getoon en vollediger beskryf op Deelplan SS9/1987, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein (nou bekend as Valley Terrace 8, Bloemfontein, groot volgens genoemde deelplan 169 vierkante meter, gehou kragtens Sertifikaat van Geregi-streerde Deeltitel ST9/87(8)(Unit), bestaande uit 'n enkelverdiepingmeêrnhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers en motorhuis.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprijs binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Wes, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 8774/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Lesley Victor**, Eiser, en **M. Nienaber**, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaan-ingang van die Landdroshof, Bloemfontein, op 17 November 1995 om 10:00:

Sekere Restant van Plot 11, synde 'n gedeelte van Onderverdeling 2 van die gebied Rooidam 2354, van die plaas Kwagga-fontein 2300, geleë in die plaaslike gebied Bainsvlei, distrik Bloemfontein, groot 4,2827 hektaar, gehou kragtens Transportakte T525/89.

Die woonhuis met buitegebou geleë te Plot 11, Kelley's View, Bloemfontein.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprijs is betaalbaar in kontant op datum van verkoping.
2. Vir die balans koopprijs moet 'n goedgekeurde bank- of bougenootskapwaarborg, binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 27ste dag van September 1995.

P. Wille, Prokureur vir Eiser, Rosendorff & Reitz Barry, Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Saak 24084/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Lesang Sarah Maloisane**, Eiser, en **Eva Nobomi Vaphi**, Verweerder

Geliewe kennis te neem dat kragtens die vonnis gegee deur die Landdros te Bloemfontein, en gedateer 11 Augustus 1995 die onderstaande goedere op Vrydag, 24 November 1995 om 10:00, by Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur Balju, Bloemfontein-Oos, aan die hoogste bieder per publieke veiling geregtelik verkoop sal word.

Verbeterings op Erf 1029, Moshoeshoestraat, Rocklands, Bloemfontein.

Geteken te Bloemfontein op hierdie 27ste dag van September 1995.

H. J. Stander, vir Vermaak & Dennis, Voortrekkerstraat 96, Bloemfontein, Posbus 565, Bloemfontein, 9300. [Tel. (051) 47-9861/2/3 en 47-5066/7/8.] (Verw. mn. Stander/ab/110995.)

Case 1975/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Cornelius Johannes Kleingeld** (Identity Number 5410205110089), Defendant

In execution of a judgment of the Supreme Court of South Africa (Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue-entrance of the Magistrate's Court, Bloemfontein, Free State Province on Friday, 17 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 and which conditions may be inspected at the office of the Sheriff, Bloemfontein West, President Building, St Andrew Street, prior to the sale:

"Erf 8838, geleë in die stad en distrik Bloemfontein, groot 1 134 (eenduisend eenhonderd vier en dertig) vierkante meter, gehou kragtens Akte van Transport Nr T10121/1989 en onderwope aan die Serwitude soos daarin uiteengesit."

Consisting of four bedrooms, toilet, dining-room, lounge, servant's room, two bathrooms, kitchen, bar, garage for four cars, indoor swimming-pool and jacuzzi, tile and steel roof, Corodrive and half double-storey, and being 20 Benedictus Kok Street, Universitas, Bloemfontein, Free State Province.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 (twenty thousand rand) or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 (six thousand rand) in cash on the day of sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak 8675/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S A Bpk**, Eiser (Eksekusieskuldeiser), en **Paulus Maboya Mokoena**, Eerste Verweerder, en **Madiemiso Selina Mokoena**, Tweede Verweerder (Eksekusieskuldenaar/s)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 7 Februarie 1995 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 24 November 1995 om 10:00, by die kantore van die Landdroshof, Bainstraat, Sasolburg:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die dorpsgebied Zamdela, distrik Parys, synde Erf 6581, geleë in die dorpsgebied Zamdela, distrik Parys, groot 244 (tweehonderd vier-en-veertig) vierkante meter.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die Sertifikaat van Geregistreerde Toekenning van Huurpag, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negenig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word voor die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveel word.

Gedateer te Vereeniging op hierdie 6de dag van Oktober 1995.

M. M. P. de Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Marais Gebou, Lesliestraat 21, Vereeniging, Posbus 83, Vereeniging. [Tel. (016) 21-4471.] (Verw. Mev. Harmse/NE0091.)

Saak 13536/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOUD TE WELKOM

In die saak tussen **Saambou Bank**, Eiser, en **E. Phera**, Verweerder

Ingevolge 'n vonnis in die Landdroshof van Welkom en 'n lasbrief vir eksekusie gedateer 15 September 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 17 November 1995 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 23920, geleë in die dorpsgebied Thabong, distrik Welkom, groot 243 (tweehonderd drie-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer, eetkamer, twee slaapkamers, stort en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewyig en die reëls daarkragtens uitgevaardig.

2. Die koopprijs van 10% (tien persent) van die koopprijs 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, Welkom nagesien word.

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

J. Fourie, vir Van Rooyen Mostert Fourie, Heeren II Gebou, Heerenstraat, Posbus 4, Welkom.

Saak 13537/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOUD TE WELKOM

In die saak tussen **Saambou Bank**, Eiser, en **M. M. Litabe**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 15 September 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 17 November om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 19942, geleë in die dorpsgebied Thabong, distrik Welkom, groot 245 (tweehonderd vyf-en-veertig) vierkante meter. Verbeterings bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs van 10% (tien persent) van die koopprijs 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 bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

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

J. Fourie, vir Van Rooyen Mostert Fourie, Heeren II-gebou, Heerenstraat, Posbus 4, Welkom.

Saak 1198/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOUD TE BLOEMFONTEIN

In die saak tussen **Boland Bank Beperk**, Eksekusieskuldeiser, en **Abel Daniël van den Berg**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Bloemfontein, en 'n lasbrief vir eksekusie gedateer 24 Junie 1992, sal die volgende eiendomme by wyse van openbare veiling in eksekusie verkoop word op 24 November 1995 om 11:00 te die Landdroskantoor, Clocolan:

1. Die plaas Berg-en-Dal 195, distrik Clocolan, groot 171,3064 (een sewe een komma drie nul ses vier) hektaar, gehou kragtens Transportakte T9925/1991.

2. Die plaas Emden 355, distrik Clocolan, groot 128,4798 (een twee agt komma vier sewe nege agt) hektaar, gehou kragtens Transportakte T9925/1991.

3. Die plaas Spoetnik 458, distrik Clocolan, groot 135,9342 (een drie vyf komma nege drie vier twee) hektaar, gehou kragtens Transportakte T9925/1991.

Voorwaardes van verkoping:

1. Die eiendomme sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 24,25% (vier-en-twintig 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 bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Ladybrand, nagesien word.

Gedateer te Bloemfontein op hede die 12de dag van Oktober 1995.

F. J. Kapp, vir Wessels & Smith, Prokureur vir Eksekusieskuldeiser, Grondvloer, Lustitiagebou, Aliwalstraat, Bloemfontein.

Saak 9254/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein**, Eiser, en **Theron, M. A.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 8 Februarie 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 geregtelike verkoop word:

Sekere Erf 2885, geleë in die stad en distrik Bloemfontein, groot 814 vierkante meter, gehou kragtens Akte van Transport 5889/1993, geregistreer op 22 Februarie 1993. (Perseeladres: Queensplein 3, Hilton, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, gang, badkamer en waskamer. *Buitegeboue*: 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 17de dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebo, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 827/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen **R. & A. Molebeleli**, Eiser, en **K. D. Adoons**, Verweerder

Kragtens 'n uitspraak in die Landdroshof van Bothaville en lasbrief vir eksekusie teen goedere uitgereik vir die bedrag van R6 000 plus rente en koste, sal die volgende eiendom per openbare veiling aan die hoogste bieder verkoop word deur die Balju vir die Landdroshof op 15 November 1995 om 17:00, te die perseel van die Balju, Presidentstraat 90, Bothaville.

Inventaris: Erf 2058, geleë te Kgotsong, Bothaville.

Verkoopvoorwaardes:

(a) 'n Deposito van 10% (tien persent) sal met die toeslaan van die bod betaal word;

(b) die balans sal binne 21 dae daarna betaal word hetsy in kontant of by wyse van 'n bank gewaarborgde tjek of aanvaarbare waarborg;

(c) rente teen 18,5% (agtien komma vyf persent) per jaar sal betaal word op die balans koopprys vanaf 8 November 1995 tot datum van betaling;

(d) verdere voorwaardes lê vir inspeksie by die Balju en G. P. Nieuwoudt & Vennote, Van Riebeeckstraat 13, Bothaville.

Aldus gedoen en geteken te Bothaville op hierdie 19de dag van Oktober 1995.

G. P. Nieuwoudt & Vennote, Prokureurs vir Eiser, Van Riebeeckstraat 13, Posbus 328, Bothaville, 9660.

Saak 20922/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad**, Eiser, en **Hattingh, C. R.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n labrief vir geregtelike verkoping gedateer 15 Junie 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 12021, geleë in die stad en distrik Bloemfontein, groot 940 (nege vier nul) vierkante meter, gehou kragtens Akte van Transport 22140/1993, geregistreer op 20 Desember 1993. (Perseeladres: Generaal Brandrylaan 203, Uitsig, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis bestaande uit vier slaapkamers, badkamer, kombuis, sitkamer, eetkamer en woonkamer. *Buitegeboue*: Motorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein, Barnesstraat-Oos 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 19de dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebo, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 16462/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Beheerliggaam van Charlinmor**, Eiser, en **Jurack, H.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 12 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 eenheid 8 in die Skema 36, bekend as Charlinmor, ten opsigte van die gebou of geboue geleë in die stad en distrik Bloemfontein, groot 102 (een nul twee) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1214/1991, geregistreer op 23 September 1991. (Perseeladres: Charlinmor 8, Werdasingel, Uitsig, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Eenheid bestaan uit twee slaapkamers, oopplankombuis, sit/eetkamer, een en halwe badkamer en 'n toesluitmotorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein, Barnesstraat-Oos 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 20ste dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 21340/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit**, Eiser, en **Welthagen, C. M. & H. J. M.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 11 September 1995 sal die volgende eiendom op Vrydag, 1 Desember 1995 om 10:00 by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 20398, geleë in die stad en distrik Bloemfontein, groot 1 349 vierkante meter, gehou kragtens Akte van Transport 10347/1985, geregistreer op 31 Desember 1985. (Perseeladres: Liefste Marynsingel 1, Pellisier, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit twee slaapkamers, eetkamer, kombuis, opwaskamer, vier slaapkamers en twee badkamers. *Buitegeboue*: Motorhuis en stoep motorafdak.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 19de dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 14206/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **M. E. Kelem**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 5 Oktober 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 24 November 1995 om 11:00 te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 20280, geleë te en bekend as 20280 New Jerusalem, Thabong, Welkom, gesoneer vir woondoeleindes, groot 299 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL8818/90.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18,25% (agtien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 19de dag van Oktober 1995.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessel en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 15653/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **F. J. Visser**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaan-ingang, Bloemfontein, op Vrydag, 17 November 1995 om 10:00 van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Eenheid 10, in die gebou bekend as Intaka, geleë in die stad en distrik Bloemfontein, sowel as 'n onverdeelde aandeel in gesamentlike eiendom in die gesegde gebou, groot 97 (sewe-en-negentig) vierkante meter, onderworpe aan sekere servitute en voorwaardes, en gehou kragtens Transportakte ST11569/1993.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n meenthuiswoning met 'n sitkamer/eetkamer, twee slaapkamers, kombuis, badkamer/toilet en 'n enkelmotorhuis.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 1995-10-23.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 277, Bloemfontein. [Tel. (051) 47-9881.] (Verw. CLR/SMC/W92584.)

Saak 941/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **NBS Bank Beperk**, Eiser, en **Mutsi Daniel Lepitsi**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Harrismith en 'n lasbrief vir eksekusie gedateer 29 September 1995, sal die volgende eiendom geregtelik verkoop word op 1 Desember 1995 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A597, geleë in die dorp Tshame, distrik Harrismith, groot 450 (vierhonderd en vyftig) vierkante meter, soos aangedui op Algemene Plan PB610/1986, gehou kragtens Grondbrief 2432/1989.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, een badkamer en toilet. Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 23ste dag van Oktober 1995.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B, Posbus 22, Harrismith.

Case 14460/95

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

In the matter between **ABSA Bank Limited** (United), Plaintiff, and **Peter William Arthur van der Merwe**, First Defendant, and **Gerda van der Merwe**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 6 October 1995, and a warrant of execution the following property will be sold in execution, without reserve, subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 8 December 1995 at 11:00, at the Magistrate's Court, Tulbach Street entrance, Welkom, namely:

Certain Erf 2999, situated in the Township of Riebeeckstad, District of Welkom, measuring 1 328 (one thousand three hundred and twenty-eight) square metres, held by the Defendants by virtue of Deed of Transfer T814/1991, known as 123 Jason Way, Riebeeckstad, District of Welkom.

Improvements: Residential property with entrance hall, dining-room, family-room, kitchen, laundry, scullery, three bedrooms, dressing room, separate toilet, three bathrooms with toilet and shower, toilet, double carport and fibre glass swimming-pool (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 25th day of October 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/UN235.)

Case 4089/94

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 **Elizabeth Susanna van Eeden** (Identity Number 5506020023009), 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 magistrates' Courts Office, Bain Street, Sasolburg, on Friday, 24 November 1995 at 10:00, of the undermentioned immovable property of the Defendant of the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12811, Sasolburg Extension 19 Township, District of Parys, measuring 902 m², held by the Defendant under Deed of Transfer T4666/1990, being 46 Ruhr Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, three bedrooms, bathroom/toilet, kitchen, garage, servant's room and shower/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1328/WRFCLS/Mr Brewer/djl.)

Saak 7955/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **S A Heating & Cooling (Pty) Ltd**, Eksekusieskuldeiser, en **H. du Plooy**, handeldrywend as Electro Freeze, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 24 Augustus 1995, in die Landdroshof, Welkom, sal die volgende eiendom verkoop word op Vrydag, 24 November 1995 om 10:00, te die Landdroskantore, Weeberstraat, Odendaalsrus:

Sekere: Erf 2040, Irisweg 24, Odendaalsrus, groot 1 039 (eenduisend nege-en-dertig) vierkante meter, geleë te die stad en distrik Odendaalsrus, gehou kragtens Akte van Transport T18317/92.

Verbeterings: Woonhuis met gewone buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf 24 November 1995, tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 24ste dag van Oktober 1995.

D. W. Steyn, vir Rossouw & Vennote, Prokureur vir Eiser, Grondvlak, Anmercosa House, Staatsweg 317; Posbus 455, Welkom, 9460.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

PETER WILLIAMS

(Reg. No. 83/3833)

AUCTION SALES

IMPORTANT LIQUIDATION SALE OF ENTIRE CONTENTS OF BAKERY, INCLUDING OVENS, PROVER, DISPLAY CABINETS, 1993 FORD COURIER, ETC.—STANDERTON

Duly instructed thereto by the Liquidator of **Highveld Steam Bakery CC**, in liquidation, Master's Ref. T1952/95, we will sell, entirely without reserve, on Friday, 10 November 1995 at 10:00, on the spot, i.e. 15 Andries Pretorius Street, Standerton, the undermentioned:

1993 Ford Courier 2.2 Diesel L.D.V. with canopy, Montana M21 oven with 6-trolley prover and steam generator (operates with paraffin or diesel), 2½-metre steel display fridge, 2 wooden display units, 120-litre cake mixer, Diasna D160 pastry mixer, bread moulder, Kuhn bread slicer, flour trolleys and bins, bread pans, pie warmer, electric scale, Sharp cash register, desk, etc.

Terms: Strictly bank-guaranteed cheque or cash.

Viewing: Day before sale or by appointment.

For further details: Contact the Auctioneer, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. (012) 3352931/2.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **E. J. Holtzhuizen**, T1854/95, sal ons die bates verkoop te die plaas K B Baken Marquard op 10 November 1995 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

VAN'S AFSLAERS**VEILING EIENDOM**

In opdrag van die Kurator van insolvente boedel **G. W. Holmes**, T1310/95, verkoop Van's Afslaers ondervermelde eiendomme, onderhewig aan bekragtiging, per openbare veiling op 10 November om 10:00, te Soutpansbergweg 291, Rietondale, Pretoria:

Beskrywing: Gedeelte 3, Erf 31, Restant Erf 31 en Erf 495, Rietondale.

Groot: 1 213, 2 771 en 3 093 m² onderskeidelik.

Verbeterings: Drie woonhuise.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 (dertig) dae.

Inligting: Van's Afslaers (012) 335-2974.

J. G. W. AFSLAERS

(CK90/35316/23)

In opdrag van die Kurator van insolvente boedel **Benjamin Phillipus Rudolph**, Meestersverwysingsnommer T2258/94, word die hierna genoemde onroerende eiendom, per openbare veiling aangebied vir verkoping:

Plek van veiling: Colesingel 17, Brakpan.

Datum van veiling: 17 November 1995.

Tyd van veiling: 11:00.

Eiendom:

Erf 658, geleë in die dorp Brakpan-Noord-uitbreiding 1, Registrasieafdeling IR, groot 1 050 (een nul vyf nul) vierkante meter, ook beter bekend as Colesingel 17, Brakpan.

Beskrywing van eiendom: Enkelverdiepingwoonhuis gebou met steen en met 'n teëldak, sitkamer, familiekamer, TV-kamer, vier slaapkamers, kombuis met ingeboude kaste, badkamer en toilet met 'n tweede badkamer. Motorhuis en buitetoilet. Groot swembad. Omhein met 'n betonmuur.

Verkoopvoorwaardes: 20% (twintig persent) deposito van die koopsom betaalbaar onmiddellik op die veiling en die balans by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Besitsrente gereken te word op die balans van koopsom teen huidige bougenootskaprentekoerse op eerste verbande.

Vir enige navrae kontak: Warrick Heppell (018) 462-2711.

Die volledige voorwaardes van verkoping is beskikbaar by J. G. W. Afslaers, Andersonstraat 23, Klerksdorp. Tel. (018) 462-2711. Slegs kontant of bankgewaarborgde tjek.

VAN'S AFSLAERS**VEILING EIENDOM**

In opdrag van die Likwidateur van **Mont Blanc House Development BK**, in likwidasie, T2871/95 verkoop Van's Afslaers ondervermelde eiendomme, onderhewig aan bekragtiging, per openbare veiling op 6 November om 11:00, te Kwartsietlaan 624, Moreletapark.

Beskrywing: Erwe 1232, 1515 en 1544, Moreletapark, Pretoria.

Groot: 1 129, 1 000 en 1 030 m² onderskeidelik.

Verbeterings: Onvoltooide duetwoning op Erf 1232.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 (dertig) dae.

Inligting: Van's Afslaers (012) 335-2974.

VAN'S AFSLAERS**VEILING EIENDOM**

In opdrag van die Kurator van insolvente boedel **A. Pike**, T1661/95, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 7 November om 11:00, te Adelinehof 48, Henry Slegtakampstraat, Hermanstad, Pretoria:

Beskrywing: Adelinehof 48, Hermanstad.

Groot: 48 m².

Verbeterings: Eenslaapkamerwoonstel.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 (dertig) dae.

Inligting: Van's Afslaers (012) 335-2974.

PHIL MINNAAR BK

(CK93/29245/23)

BESTORWE BOEDELVEILING VAN VIERSLAAPKAMERWONING, PRETORIA-WES, PRETORIA

In opdrag van die Eksekuteur in die bestorwe boedel **S. C. Buitendach**, Boedelnommer 8182/95, verkoop ons ondergenoemde eiendom per openbare veiling op Vrydag, 17 November 1995 om 10:00:

Plek van veiling: Christoffelstraat 403, Pretoria-Wes, Pretoria.

Beskrywing van eiendom: Resterende gedeelte van Erf 1343, bekend as Christoffelstraat 403, Pretoria-Wes, Pretoria, Registrasieafdeling JR, Transvaal, groot 799 m².

Verbeterings: Hierdie staansinkdakwoning bestaan uit vier slaapkamers, badkamer, sit-/eetkamer, kombuis, matte, stoep, diewering, dubbelmotorafdek, gevestigde tuin en ommuur.

Besigtiging: Daaglik.

Terme: 20% (twintig persent) in kontant of bankgewaarborgde tjek en balans binne 30 (dertig) dae na bekragtiging.

Navrae: Skakel Dirkie by (012) 322-8330/1.

Afslae: Phil Minnaar BK, CK93/29245/23, Posbus 28265, Sunnyside, 0132. Tel: (012) 322-8330/1. Faks: (012) 322-9263.

PHIL MINNAAR AFSLAERS**INSOLVENTE BOEDELVEILING S. D. RHEEDER**

(Meestersverw. No. T1052/95)

LIKWIDASIEVEILING MANOR CONSTRUCTION (PTY) LTD

(Meestersverw. No. T1328/95)

Behoorlik gemagtig deur die Likwidateur van Manor Construction (Pty) Ltd, in likwidasie, en die Kurator van **S. D. Rheeder**, verkoop ons per openbare veiling, op die perseel: Harrislaan 45, Sebenza, op 5 Augustus 1995 om 11:00, die volgende roerende bates: Boutoerusting, voertuie en gereedskap.

Voorwaardes: Kontant of bankgewaarborgde tjek.

Phil Minnaar Afslae, Johannesburg (011) 475-5133.

PHIL MINNAAR AFSLAERS**BOEDEL WYLE, H. C. S. GEY VAN PITTIUS**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 6 November 1995 om 11:00, Gedeelte 54 van die plaas Groenfontein 141, Registrasieafdeling KR, die Noordelike Provinsie, 23 beeste.

Voorwaardes: Onroerend: 20% (twintig persent) van die verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborg binne 30 (dertig) dae van bevestiging van verkoping.

Roerend: Kontant of bankgewaarborgde tjek.

Phil Minnaar Afslae, Johannesburg (011) 475-5133.

ERPO AFSLAERS BK**INSOLVENTE VEILING****BOUERSTOERUSTING—BOUMATERIAAL—KONSTRUKSIE**

In opdrag van die Kurator van insolvente boedel van **BJ Construction Pty Ltd**, in likwidasie, T2126/95, verkoop ons die onderstaande per openbare veiling te Rustenburg, Modderfontein, Vrydag, 10 November 1995 om 10:00:

Ligging: Vanaf Rustenburg, op Pretoriapad verby Kroondal, neem die Modderfonteinpad na regs vir ± 3 km, draai links met die Modderfonteingrondpad vir ± 3 km, veiling aan linkerkant. Vanaf Pretoria op Rustenburg N4-wes, ± 3 km, voor Kroondal, neem Modderfonteinpad na regs. Volg Erpwegwysers op die dag van die veiling.

Aanbieding:

Boutoerusting: Pypsteiers, bo- en onderverstellers, Quick Strip-steiers, Speedframe-steiers.

Masjienerie: Betonmengers, 10 m-Spencer-vervoerband, steensnyer.

Voertuie: Ford-vragmotor.

BRITS

VRYDAG, 10 NOVEMBER 1995 OM 14:00

Ligging: By Brits by die Pretoria, Brits, Rustenburg, Rosslynkruising, neem die Rosslynpad vir $\pm 1,5$ km, draai links en weer regs met dienspad parallel met Rosslynpad. Veiling reg langs Sensakokantore. Volg Erpwegwysers op die dag van die veiling.

Aanbieding:

Kantoormeubels, handgereedskap, bougereedskap, karavaan, asbeshuise, sinkhuise, baie pypsteiers, dekpanne, kompaksiemasjien, mobiele betonkarweier, betonmenger, konstruksiehyskraan, elektriese gereedskap, kruitwaens, baie konstruksiedomkragte, pikke en grawe, Quick Strip- en Speedframe-steiers.

Nota: Baie van bogenoemde goed is splinternuut.

Terme: Kontant of bankgewaarborgde tjeks op die dag van die veiling. BTW sal gehef word.

Navrae: Erpo Afslaers BK, Heystekstraat 26, Rustenburg. (0142) 97-2532/3.

PARK VILLAGE AUCTIONS

FOUNDATION DEVELOPMENT CC (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER T2917/95

Duly instructed by this Estate's Liquidator, we will sell by public auction, on site Off Barbet Road, Woodmead Extension 27, Sandton District, Gauteng, on Thursday, 9 November 1995, commencing at 10:30, 3 hectare site subdivided into 44 stands.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

FOUNDATION DEVELOPMENT CC (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER T2917/95

Duly instructed by this Estate's Liquidator, we will sell by public auction, on site Monte Vista, Off Kleinste Street, Sunninghill, Sandton District, Gauteng, on Thursday, 9 November 1995, commencing at 13:00, five cluster homes.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

FOUNDATION DEVELOPMENT CC (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER T2917/95

Duly instructed by this Estate's Liquidator, we will sell by public auction, on site at 20 Naivasha Road, Sunninghill Park Agricultural Holdings, Sandton District, Gauteng, on Thursday, 9 November 1995, commencing at 12:00, a cluster development in progress.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

GLASS AND ALUMINIUM MANUFACTURERS CC (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER T1655/95

Duly instructed by this Estate's Liquidator, we will sell by public auction, on site at 6 Venadium Street, Rustenburg Extension 9 Industrial Township, the North West Province, on Monday, 6 November 1995, commencing at 10:30, a factory and offices, etc.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: H. J. AND C. A. VISSCHER

MASTER'S REFERENCE NUMBER T2148/95

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at Plot 92, Tedderfield Agricultural Holdings (Eikenhof Area), Vereeniging District, Gauteng, on Tuesday, 7 November 1995, commencing at 10:30, a Smallholding.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: V. AND G. M. HARMAN

MASTER'S REFERENCE NUMBER T1875/95

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at 6 Tambotie Street, Freeway Park, Boksburg District, Gauteng, on Wednesday, 8 November 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: C. A. BOONE

MASTER'S REFERENCE NUMBER T2662/95

Duly instructed by the Provincial Trustee in the above-mentioned estate, and with the authority of the solvent spouse, we will offer on public auction, on site at 135 Shetland Road, Witpoort, Midrand District, Gauteng, on Tuesday, 7 November 1995, commencing at 10:30, a two-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

BANQUET FOODS (PTY) LTD (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER T1290/95

Duly instructed by this Estate's Liquidator, we will sell by way of public auction, on site at Portions 18, 75 and 81 of the farm Elandsfontein 334, Eikenhof, District of Vereeniging, Registration Division IQ, Gauteng, on Wednesday, 8 November 1995, commencing at 10:30, various properties and movable assets.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN EENSLAAPKAMERWOONSTEL, SUNNYSIDE, PRETORIA

In opdrag van die Kurator in die insolvente boedel **M. M. Anker**, Meestersverwysing T2066/95, verkoop ons die ondergenoemde eiendom per openbare veiling op Vrydag, 17 November om 12:00.

Plek van veiling: Aidawoonstelle 9, Leydsstraat 460, Sunnyside, Pretoria.

Beskrywing van eiendom: Eenheid 9 van Skema 119, Aida, bekend as Aidawoonstelle 9, Leydsstraat 460, Sunnyside, Pretoria. Registrasieafdeling JR, Transvaal.

Groot: 70m².

Verbeterings: Hierdie goed geleë woonstel bestaan uit 'n slaapkamer, ingangsportaal, studeerkamer, sitkamer, badkamer, kombuis, houtvloere met enkelparkering.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 45 dae na bekragtiging.

Navrae en besigtiging: Skakel Dirkie Pienaar by (012) 322-8330/1.

Phil Minnaar BK (CK93/29245/23), Afslaers, Posbus 28265, Sunnyside, 0132. Tel: (012) 322-8330/1. Fax: (012) 322-9263.

CAHI AUCTIONEERS/AFSLAERS APPRAISERS AND STOCK LIQUIDATORS

(Registration No. CK87/12616/23)

INSOLVENT ESTATE AUCTION FIXED PROPERTY ENGEN PETROL STATION MOHLAKENG RANDFONTEIN

Duly instructed by the Trustees in the matter Ra-Igagela (Pty) Ltd, in liquidation, Master's Ref. No. T2568/94.

We will sell on Friday, 1 December 1995 at 11:00, on site Ralerate Street, Mohlakeng, Stand 2125.

This is a going concern with full statistics available from Engen and a portion of land still to be developed.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation. For further info contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

NEW AUCOR

INSOLVENT ESTATE AUCTION

MODERN TWO-BEDROOMED DUET

GARSFONTEIN

IN THE MATTER OF INSOLVENT ESTATE **J. A. JORDAAN**

MASTER'S REFERENCE No. T1461/95

TO BE SOLD ON THE SPOT ON WEDNESDAY, 15 NOVEMBER AT 10:30

Duly instructed by the Trustee, we will hereby sell this property being Erf 1619, Garsfontein, better known as 307 Brian Ellwood Street, Garsfontein:

Description: This modern duet comprises two bedrooms, the main one with a bathroom en suite and a second bathroom. There is a lounge, dining-room and a modern kitchen with wooden cupboards. The house has a tiled floor and wooden ceilings. There is a wendyhouse in the neat garden which is secured by a surrounding wall.

Directions: In Atterbury Road due east. Turn right into Jacqueline Drive and right again into Margaret Hunt. Turn left into Brian Ellwood Street. (Watch for posters).

View: By appointment.

Terms: A 20% (twenty percent) (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

The above is subject to change without prior notice.

For further details please contact Aucor Tvl. Tel. (012) 342-2041/342-3502/5/11. Fax. (012) 34-2204.

NEW AUCOR

INSOLVENT ESTATE AUCTION

MAGALIESKRUIN

GRAND-EXECUTIVE MANSION WITH FIVE BEDROOMS, FOUR LIVING AREAS S, SWIMMING-POOL, ETC.

IN THE MATTER OF INSOLVENT ESTATE J. C. LE ROUX

MASTER'S REFERENCE No. T1461/95

TO BE SOLD ON THE SPOT, ON TUESDAY, 14 NOVEMBER, AT 10:30

Duly instructed by the Trustee, we will sell this property being Erf 33, Magalieskruin, better known as 338 Braam Pretorius Street, Magalieskruin Extension 1:

Description: This magnificent house comprises five bedrooms, the main bedroom has a bathroom en suite and a huge walk-in cupboard. all the bedrooms have wall-to-wall carpets and built-in cupboards. There is a spacious kitchen with a separate laundry and a large pantry. The living areas consist of a formal lounge, dining-room, study, a large family room, and another spacious living room upstairs. Outbuildings include a double lockup garage a double carport, servants' quarters with a full bathroom. There is a lovely swimming-pool in the garden which is secured by a surrounding wall.

Directions: In Zambezi Drive due west, turn left in Veronica Street which becomes Braam Pretorius Street. (Watch for posters).

View: By appointment.

Terms: A 20% (twenty per cent) (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

The above is subject to change without prior notice.

For further details please contact Aucor Tvl. Tel. (012) 342-2041/342-3502/5/11. Fax. (012) 34-2204.

BOLAND BANK VEILINGS

BESTORWE BOEDELVEILING VAN WOONHUIS—MEUBLEMENT, GELEË TE KEMPSTRAAT 3B, PIET RETIEF
(VOLG ONS WEGWYSERS)

OP VRYDAG, 10 NOVEMBER 1995 OM 11:00

Behoorlik daartoe gemagtig deur die Eksekuteur van boedel wyle **John St Clair Wright**, Boedel No. 4286/95, word onder-gemelde per openbare veiling aangebied:

Vaste eiendom: Gedeelte 3 van Erf 225, geleë in die dorp Piet Retief, Registrasieafdeling HT, Transvaal, groot 1 250 m².

Verbeterings: Drieslaapkamerwoning, sitkamer, eetkamer, kombuis, badkamer en motorhuis.

Meublement: Dubbelbed en enkelbed.

FINANSIERING BESKIKBAAR

indien vooraf gereël met Boland Bank Bpk

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Meublement: Kontant of bankgewaarborgde tjek.

Navrae: Bennie Ellis. Tel. (012) 804-1440.

Afslaers: Koos van Rensburg.

Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg 617, Silverton.

CAPE • KAAP

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ELLIOT op 23 November 1995 om 10:00 voor die Landdroskantoor te ELLIOT die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die Plaas nr. 498 in die Afdeling Elliot, Oos-Kaapprovinsie

GROOT 213,0437 hektaar

(Eiendom (1) blykens Akte van Transport T30941/1971)

(2) Die Plaas nr. 494 in die Afdeling Elliot, Oos-Kaapprovinsie

GROOT 101,2678 hektaar

(3) Die Plaas nr. 497 in die Afdeling Elliot, Oos-Kaapprovinsie

GROOT 206,8910 hektaar

(4) Die Plaas nr. 495 in die Afdeling Elliot, Oos-Kaapprovinsie

GROOT 220,2158 hektaar

(Eiendomme (2) tot (4) blykens Akte van Transport T269/1985)

in die naam van **JOHANNES CHRISTIAAN WINK**

LET WEL ±2,4807 hektaar van eiendom (1), 2,8054 hektaar van eiendom (3) en ± 4,5160 hektaar van eiendom (4) is onteien deur die Provinsiale Administrasie van die Kaap.

Ligging van hierdie eiendomme:

30 km wes van ELLIOT

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1))

Woonhuis, buitekamer, motorhuis, skeer-, skaap- en implementeskuur, ramstal en 3 arbeidershutte. Veakerend omhein en verdeel in kampe. Grondveesuipingsdamme. Tungelarivier vorm 'n grens.

Eiendomme (2) tot (4)

Woonhuis, buitekamer met afdak, rondawel, motorhuis, implementeskuur, afdak en 4 arbeidershutte. Veakerend omhein en verdeel in kampe. Fontein, grondveesuipingsdamme, grondbesproeiingsdam. Tungelarivier vorm 'n grens.

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 servitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAH 00548 01G/04G/06G/07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Oktober 1995.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VENTERSTAD op 24 November 1995 om 10:00 voor die Landdroskantoor te VENTERSTAD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 3 ('n gedeelte van Gedeelte 1) van die plaas ROODE WAL nr. 126, in die Afdeling Colesberg, Noord-Kaap-provinsie

GROOT 462,5273 Hektaar

(2) Gedeelte 4 ('n gedeelte van Gedeelte 1) van die plaas ROODE WAL nr. 126, in die Afdeling Colesberg, Noord-Kaap-provinsie

GROOT 466,2503 Hektaar

(3) Die restant van die plaas ROODE WAL nr. 126, in die Afdeling Colesberg, Noord-Kaapprovinsie

GROOT 1658,8556 Hektaar

(4) Gedeelte 4 ('n gedeelte van Gedeelte 3) van die plaas NOOITGEDAGT nr. 58, in die Afdeling Albert, Oos-Kaapprovinsie

GROOT 108,2942 Hektaar

Eiendomme (1) tot (4) blykens Akte van Transport T72845/1990
in die naam van GERHARDUS HENDRIK DE BEER

Ligging van hierdie eiendomme:

30 km suidwes van Venterstad

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

2 Woonhuise, skeerskuur en melkportaal, motorhuis en stoorkamers. Veekerend omhein en verdeel in kampe. 7 Boorgate, 8 sementdamme, 9 drinkbakke, 6 gronddamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCBA 04464 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Oktober 1995.

ORANGE FREE STATE ORANJE-VRYSTAAT

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MARQUARD op 24 November 1995 om 10:00 voor die Landdroskantoor te MARQUARD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas EKULU 309, distrik Marquard

GROOT : 224,1869 hektaar

Eiendom (1) blykens Akte van Transport T4241/1972

(2) Die plaas SOEDAN 362, distrik Marquard

GROOT : 256,9596 hektaar

Eiendom (2) blykens Akte van Transport T2924/1968

(3) Die plaas SAAIBULT 390, distrik Marquard

GROOT : 88,7310 hektaar

(4) Die restant van die plaas WONDERKUIL 353, distrik Marquard

GROOT : 168,2286 hektaar

(5) Die restant van die plaas WONDERBAAR 266, distrik Marquard

GROOT : 171,2950 hektaar

Eiendomme (3) tot (5) blykens Akte van Transport T5430/1988

in die naam van JOHANNES MULLER

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendom (1): 10 km suidwes van Marquard

Eiendomme (2) tot (5): 7 km suidwes van Marquard

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Woonhuis, buitekamer, stoor, sinkskoolgebou. Veekerend omhein en verdeel in kampe. 3 Boorgate, 2 sementdamme, sinkdam, 8 suipkrippe en gronddam.

Eiendom (2)

Woonhuis, buitekamer, stoor, voerafdak en 10 arbeidershuise. Veekerend omhein en verdeel in kampe. 2 Boorgate, sementdam, 4 suipkrippe, gronddam en spruit.

Eiendomme (3) tot (5)

Woonhuis, 2 store, voerstalle, koeistal met afdak, staalstoor, pakkamer en duiwehokke. Veekerend omhein en verdeel in kampe. 4 Boorgate, 2 sementdamme, 3 suipkrippe, 3 gronddamme en 2 spruite.

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 koopson, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAG 01758 04G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Oktober 1995.

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Case 5353/95

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

In the matter between **Standard Bank Home Loans**, Plaintiff, and **Edwin Edmund Schoombie**, 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 24 November 1995 at 10:00, at the office of the Sheriff, 1 Savell Place, Scottburgh South:

Section 12 as shown and more fully described on Section Plan SS69/1979 in the scheme known as The Flying Fish in respect of land and building or buildings situated at Hibberdene, measuring 76 (seventy-six) square metres, held by Defendant under Certificate of Registered Sectional Title No. ST69/1979 (12)(UNIT), situated at Flat 6, The Flying Fish, 701 Marlin Drive, Hibberdene.

The following information is furnished, though in this respect nothing is guaranteed: Flat consisting of bedroom, lounge, dining-room, kitchen and bathroom.

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, Scottburgh.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L435816/ldw.)

Case 74494/94

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

In the matter between **Shaun Stafford Brooks**, Judgment Creditor, and **Merrievale Share Block (Pty) Ltd**, Judgment Debtor

In pursuance of a judgment granted on 20 December 1994, in the Durban Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23 November 1995 at 14:00, at Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description:

1. (a) Section 1 as shown and more fully described in Sectional Plan SS211/1993 in the scheme known as Merrievale, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which section the floor area according to the sectional plan is 57 (fifty-seven) square metres, in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; by Virtue of Deed of Transfer ST8918/93.

2. An exclusive use area described as Garden 1 measuring 52 (fifty-two) square metres, being as such part of the common property, comprising the land and the scheme known as Merrievale in respect of the land and buildings situated at Merrievale, in the City of Durban, as shown and more fully described on Sectional Plan SS211/1993 held under Notarial Deed of Cession SK1530/1993S, in extent fifty-seven (57) square metres.

Postal address: 15 Newburgh 89, Chelmsford Road, Durban.

Improvements: One and a half bathroom, lounge, combined toilet and bathroom, kitchen and small garden.

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 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 of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 16th day of October 1995.

A. C. MacKinnon, for Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-3541.]

Case 1789/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Allied Bank**, Execution Creditor, and **Neil Hetherington**, Execution Debtor

In pursuance of judgment in this action the following immovable property shall be sold in execution on Friday, 24 November 1995 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Section 10, as shown and more fully described on Sectional Plan SS142/1989, in the scheme known as Ilala Palms, in respect of the land and building or buildings situated at Uvongo, Borough of Uvongo, of which section the floor area, according to the sectional plan is 113 (one hundred and thirteen) square metres in extent, and an undivided share in the common property apportioned to the said section in accordance with the participation quota of the said section, situated 10 Ilala Palms, Queen Street, Uvongo.

Improvements: Flat consisting of open plan lounge and diningroom, kitchen, two bedrooms, bathroom, toilet and balcony.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Meumann & White, Execution Creditor's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Theron/014567.)

Case 3620/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **United Bank**, Plaintiff, and **Govindsamy Govender**, First Defendant, and **Munniamah Govender**, Second Defendant

In pursuance of judgment in this action the following immovable property shall be sold in execution on Friday, 24 November 1995 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 1036, Marburg Extension 11, situated in the Marburg Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 129 (one thousand one hundred and twenty-nine) square metres, situated at corner of Deenvale and Tulip Place, Marburg.

Improvements: Dwelling under brick and tile, consisting of three bedrooms, main en suite with shower, basin and toilet, toilet, basin and bath, kitchen, lounge, dining-room and garage. Flatlet consisting of two bedrooms, lounge cum dining-room and bathroom.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban, 4001. (Ref. L. Theron/029574.)

Case 3683/91

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

In the matter between **Trust Bank Limited**, Plaintiff, and **J. J. Joubert**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 29 May 1991, and a warrant of execution, the undermentioned property will be sold on 1 December 1995 at 10:00, at the Magistrate's Court, Courthouse Road, Port Shepstone, to the highest bidder:

An undivided $\frac{1}{2}$ share in section 6, as shown and more fully described on Sectional Plan SS153/1986, in the scheme known as Margate Sands in respect of the land and building or buildings situated at Margate, Transitional Local Council of Margate, of which the said floor area according to the said sectional plan is 139 (one hundred and thirty-nine) square metres, 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 specified in the schedule endorse on the said section plan held by Certificate of Registered Sectional Titled ST153/1986 (6) (-13) (unit).

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 or secured 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 be 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, Port Shepstone.

Dated at Boksburg this 17th 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.)

Case 1067/95

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and
Robert Eriksen-Miller, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 17 November 1995 at 09:30, by the Sheriff of the Supreme Court, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, to the highest bidder for cash, without reserve:

A unit consisting of:

1. (a) Section 7, as shown and more fully described on Sectional Plan SS384/1985 in the scheme known as Donleo in respect of the land and buildings situated at Pietermaritzburg, Local Authority, Pietermaritzburg, of which section the floor area, according to the said sectional plan is 39 (thirty nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; held under Deed of Transfer ST9123/93.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 7 Donleo, Commercial Road, Pietermaritzburg, KwaZulu/Natal.

2. The property consists of a bachelor flat, kitchen, bathroom and toilet.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the Offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal, during normal office hours.

Dated at Pietermaritzburg this 16th day of October 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P R J Dewes/vmh 45/S0276/B5.)

Case 462/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Crown National (Pty) Ltd**, Execution Creditor, and
Surendra Pancha, trading as Casino Meats, Execution Debtor

In pursuance of a judgment on 24 March 1995, in the Supreme Court of South Africa (Durban and Coast Local Division) 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, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: An undivided one quarter (1/4) share, in and to Lot 1624, Reservoir Hills Extension 5, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 317 (one thousand three hundred and seventeen) square metres, held under Title T14665/1981.

Physical address: 305 Mountbatten Drive, Reservoir Hills.

Improvements: Double-storey brick under tile dwelling with:

Downstairs: Lounge/dining-room, three rooms, kitchen, toilet/showers.

Upstairs: Kitchen, three rooms, master bedroom with en suite bathroom, dining-room, toilet/bath. Four garages with single quarters. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder and shall be sold with a reserve price as envisaged in terms of rule 46 (5) (a).

2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to date of transfer (both days inclusive), and to the Bondholder at the rate of 18,25% (eighteen comma two five per centum) per annum on the amount of the Bondholder's award in the plan of distribution as from the date of sale to the date of transfer (both days inclusive).

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

6. The purchaser shall be liable for payment of the sales commission immediately after the sale.

The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the office of Prior & Prior.

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

Prior & Prior, Execution Creditor's Attorneys, 11 Lennox Road, Greyville, Durban, 4023. (Ref. A. Prior/C.063.)

Case 707/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Mrs M. Hall**, Execution Creditor, and **Dickson Sikhumbuso Silangwe**, First Execution Debtor, and **Nombuso Mavis Silangwe**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Port Shepstone held at Port Shepstone, dated 10 May 1995, on a warrant of execution dated 24 August 1995, the following immovable property will be sold in execution on 1 December 1995 at 10:00, at the main entrance to the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Lot 1997, Margate Extension 3, situated in the Borough of Margate and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one thousand and seventy-one (1 071) square metres.

The following information is furnished regarding the property but is not guaranteed: The property consists of a dwelling under brick and tile, consisting of lounge, kitchen, dining-room, main en suite, two bedrooms, bathroom, servant's toilet, and small enclosed courtyard.

The property is zoned Residential and there is no special privilege attached to the property.

Material conditions of sale:

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder. The property is sold voetstoots and nothing in the respect set out above/below is guaranteed.

1.2 The purchaser shall pay 10% (ten per cent) of the purchase price and the auctioneer's commission 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, Port Shepstone, within fourteen (14) days of the date of sale.

1.3 The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum to the Plaintiff, and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Plaintiff and to the bondholder/s in the plan of distribution from date of sale to date of transfer, both days inclusive.

1.4 Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale can be inspected at the offices of the Sheriff of Port Shepstone at Lot 458, Escombe Street, Port Shepstone, South Coast, KwaZulu/Natal.

Dated at Margate on this 16th day of October 1995.

J. F. Nieuwoudt, Execution Creditor's Attorneys, corner of Homestead and Erasmus Roads, P.O. Box 1373, Margate, 4275.

Case 32552/92

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

In the matter between **Bankorp Limited**, Plaintiff, and **J. R. Elder**, Defendant

In pursuance of a judgment in the above matter and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 November 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: The Remainder of Lot 519, Bellair, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 899 square metres, held under Deed of Transfer T21206/1992.

Physical address: 93 Manorview Road, Bellair, Durban.

Improvements: Wood and iron house with brick, two bedrooms, lounge, dining-room, bath, toilet, kitchen and fenced (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee to be furnished within fourteen (14) days after the sale.

The full conditions may be inspected at the office of the Sheriff, Durban Central, or at the offices of Strauss Daly Inc.

Dated at Durban this 11th day of October 1995.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z07274.)

Case 3616/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Grahamstown Building Society**, Plaintiff, and **Kolhendra Naidoo**, First Defendant, and **Jagathambal Naidoo**, Second Defendant

In pursuance of judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 24 October 1994, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution on by the Sheriff of the Supreme Court, Scottburgh South, on 24 November 1995 at 10:00, at the office of the Sheriff, 1 Savell Place, Scottburgh South, without reserve:

Property description: Subdivision 186 of 167 of the farm Umkomanzi Drift 1357, situated in the Craigieburn Development Area in the Southern Natal Joint Services Board Area, held under Deed of Transfer T22003/89, subject to the conditions therein contained.

Zoning of property: Special Residential 1.

Improvements of property (but nothing is guaranteed in respect thereof): Brick and plaster under tile dwelling consisting of kitchen, lounge/dining-room combined, verandah, seven bedrooms, bathroom and two toilets.

Outbuildings: Brick and plaster under tile, double garage with two rooms, kitchen, bathroom and toilet.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee, approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Supreme Court, Scottburgh South, within fourteen (14) days after the date of the sale.
3. Payment of Value-Added Tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Scottburgh South, 1 Savell Place, Scottburgh South.

Dated at Durban this 23rd day of October 1995.

Woodhead Bigby & Irving, Attorneys for Plaintiff, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. PGR/pvdm/06D0896A5.)

Case 37823/92

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

In the matter between **Metropolitan Life Limited**, Plaintiff/Execution Creditor, and **Bhekumuzi Moses Muthwa**, Defendant/Execution Debtor

In accordance with the judgment of the above Court and warrant of execution against immovable property, the following property will be sold in execution on 21 November 1995 at 14:30, at the Magistrate's Court, north-facing entrance, Durban, KwaZulu/Natal:

1. Subdivision 12 (of 2) of Lot 578, situated in the Bourough of Isipingo (Southern Transitional Metropolitan Substructure Council), Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province Casual Natal, in extent 1 124 square metres.

Street address: 11 Mahes Road, corner of Sabjee Street, Isipingo.

2. The main building is of brick, and tile with wooden window frames. There are four bedrooms, study, two bathrooms, one toilet, sitting-room, dining-room and kitchen with built-in cupboards. The outbuilding consists of a single garage, servants' quarters, washroom, toilet and shower (none of which details are guaranteed by the Plaintiff or its attorneys).
3. The sale shall be upon the terms and conditions of the full sale conditions as may be inspected at the offices by the Sheriff, Magistrate's Court, Durban South, 101 Lejaton Building, 40 St Georges Street, Durban.
4. The property is sold voetstoots (i.e. as it stands) and subject to all the conditions of the relevant title.
5. Transfer to the buyer shall be effected by the Plaintiff's attorneys and the buyer shall pay all amounts in respect of the purchase price, interest, transfer costs, current and arrear rates and taxes and all other expenses as are contained in the sale conditions.

Dated at Pietermaritzburg on this 23rd day of October 1995.

Pierre Odendaal & Co., Execution Creditor/Plaintiff's Attorneys, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. PO/dk/01M 050 008.)

Case 29540/93

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

In the matter between **Saambou Bank Limited**, Plaintiff/Execution Creditor, and **Johannes Hlongwane**, First Defendant/Debtor, **Esther Hlongwane**, Second Defendant/Debtor, **Brian Hlongwane**, Third Defendant/Debtor, and **Protas Hlongwane**, Fourth Defendant/Debtor

In accordance with a judgment of the above Court, the following property will be sold at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal, on 24 November 1995 at 11:00:

Site 611, Edendale East Q, Township of Edendale, Pietermaritzburg, KwaZulu/Natal, in extent 530 square metres, held by Grant 00013765, dated 21 December 1990. The building on the land was seriously vandalised.

The full conditions of sale may be inspected during business hours at the offices of the said Sheriff and the attorneys nominated below.

Dated at Pietermaritzburg on this 24th day of October 1995.

Pierre Odendaal & Co., Plaintiff's Attorneys, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg, 3201. (Ref. PO/dk/05S 220 001.)

Case 30578/95

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

In the matter between **Lander & Tomlinson**, Plaintiff, and **Mr Charles Haines**, Defendant

In pursuance of a judgment granted on 6 June 1995, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, on Monday, 4 December 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Subdivision 301 of Lot 431, Zeekoe Valleï, situated in the Port Natal-Ebhodwe Joint Services Board Area, in extent 1 259 square metres and Subdivision 302 of Lot 431, Zeekoe Valleï, situated in the Port Natal-Ebhodwe Joint Services Board Area, in extent 907 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 78 Marbleray Drive, Newlands East and the property consists of land improved by a dwelling-house comprising three carpeted bedrooms, lounge, dining-room (carpeted), kitchen, two toilets and two bathrooms and has burglar guards.

Material condition of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Inanda Area 2, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Court, Inanda Area 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 25th day of October 1995.

P. A. Lander, for Lander & Tomlinson, Plaintiff's Attorneys, 6 Magister Court, 11 Muthaiga Place, Glenwood; and also at Ground Floor, 2 Heritage Park, 51 Norfolk Terrace, Westville. (Ref. Mr Lander/AJ/CH037 000.)

Case 1539/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **O and A. Bux**, Execution Debtors

In pursuance of a judgment in the Court of the Magistrate for the District of Umzinto, held at Scottburgh dated 28 January 1994, on a warrant of execution dated 27 July 1995, the following immovable property will be sold in execution on 24 November 1995 at 10:00, at the Sheriff's office, 1 Savell Place, Scottburgh South, to the highest bidder:

Remainder of Lot 518, Park Rynie (11 First Street), situated in the Scottburgh/Umzinto North Transitional Local Council and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 991 (nine hundred and ninety-one) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property consists of brick under tile dwelling consisting of a double garage, servants' quarters with two bedrooms, toilet and shower. Main building consists of brick under tile consisting of two passages, six bedrooms with built in cupboards, two bathrooms, two kitchens, two pantries, two lounge/dining-rooms, two incomplete extensions to lounge/dining-rooms.

The property is zoned residential and there is no special privilege attached to the property.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out above/below is guaranteed.

2. The purchaser shall pay 10% (ten per centum) of the purchase price and the auctioneer's commission 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, Scottburgh, within 14 (fourteen) days of the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per centum) per annum to the Plaintiff and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Plaintiff and to the bondholder/s in the plan of distribution from date of sale to date of transfer, both days inclusive.

4. Transfer shall be effected by the attorneys for 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 can be inspected at the offices of the Sheriff of Scottburgh, 1 Savell Place, Scottburgh South [Tel. (0323) 2-1595.]

Dated at Margate on 18 October 1995.

John Louw, McGarr & Associates, Execution Creditor's Attorneys, corner of Homestead/Erasmus Roads, Margate; P.O. Box 408, DX7 Margate, 4275. (Ref. JRL CR 31N154013.)

Case 11600/95

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

In the matter between **Investec Bank Limited**, Execution Creditor, and **Russell Trevor James**, Execution Debtor

In pursuance of a judgment granted on 22 March 1995 in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 24 November 1995 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Remainder of Lot 2848, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 896 square metres, held under Deed of Transfer T16241/91.

Physical address: 433 Burger Street, Pietermaritzburg, KwaZulu/Natal.

Improvements: Brick under corrugated iron dwelling consisting of burglar guarded verandah, passageway, two lounges, kitchen, scullery, three bedrooms, bathroom and toilet. *Outbuildings:* Brick under corrugated iron outbuilding consisting of two rooms and shed.

Town-planning zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rule made thereunder. The property is sold voetstoots and nothing in respect thereof is guaranteed.

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 Execution Creditor's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 15,75% (fifteen comma seven five per centum) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer, both days inclusive.

4. Transfer shall be effected by the attorneys for the Execution Creditor 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 Execution Creditor's attorneys.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal.

6. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be born by the purchaser.

7. The purchaser agrees that there is no obligation on the Execution Creditor or Sheriff to furnish an Electrical Installation Certificate of Compliance issued under the Regulations in terms of the Occupational Health and Safety Act of 1933 or any amendment thereof. The purchaser will be obliged, at his own cost, to obtain such certificate as from the date of occupation or registration, whichever is the earlier.

Dated at Durban this 26th day of October 1995.

Garlicke & Bousfield Inc., Execution Creditor's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Tel. 305-7595.) (Ref. Mr J. Whittle/hw.)

Case 23869/95
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited**, Execution Creditor, and **The Tafelberg Trust**, First Execution Debtor, and **Barend Jacobus Engelbrecht**, Second Execution Debtor

In pursuance of a judgment in the above action the immovable property listed hereunder will be sold in execution on 21 November 1995 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 2, as shown and more fully described on Sectional Plan SS109/91, in the scheme known as Pembroke Gardens, in respect of the land and building or buildings situated at Durban North, Local Authority of Durban, of which section the floor area, according to the said sectional plan is 181 (one hundred and eighty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST109/91(2) (Unit).

Physical address: 2 Pembroke Gardens, corner of Kruin Crescent and Pembroke, Durban North.

Improvements: Dwelling consisting of brick and tile, double lock-up garage, lounge, dining-room, TV lounge (tiled), kitchen, bathroom, three bedrooms (en suite), veranda and servants' quarters consisting of room and bathroom.

NB! Nothing is guaranteed.

Municipal Electricity and Water Supply: Local Authority.

Vacant possession is not guaranteed.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance including commission on the sale against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

2. The purchaser to pay all costs of transfer and all other outgoing in respect of the property.

3. The Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoings.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban, telephone number 368-2100.

Dated at Durban this 19th day of October 1995.

Chapman Dyer Miles & Moorhead, Execution Creditor's Attorneys, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/05/N6748/94.)

Case 49001/95

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Jacobus Hendrikus Senekal**, First Execution Debtor, and **Emmarentia Cornelia Senekal**, Second Execution Debtor

In pursuance of a judgment granted on 15 August 1995, in the Magistrate's Court for the District of Durban held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 16 November 1995 at 10:00, in front of the Magistrate's Court, North Facing Entrance, Somtseu Road, Durban:

Description: A unit consisting of:

(a) Section 76 as shown and more fully described on Sectional Plan SS43/1984, in the scheme known as Miland Court in respect of the land and building or buildings situated at Mayville Terrace, Amanzimtoti, of which the floor area, according to the said sectional plan is fifty-four (54) 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 ST4586/93.

Street address: Flat 31, Miland Court, Mayville Terrace, Amanzimtoti.

Improvements: A flat consisting of two bedrooms, bathroom and toilet combined, kitchen, lounge and Parking Bay 31.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18,25% (eighteen comma two five per cent) per annum to the bondholder, Nedcor bank Limited (formerly Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St George's Street, Durban, Telephone 301-0091.

Dated at Durban this 12th day of October 1995.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 2081/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sibusiso Bhukumuzi Ziqubu**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post), on Friday, 17 November 1995 at 12:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as: The right of leasehold in respect of Site 179, Umlazi-S, situated in the Township of Umlazi, District of Umlazi, in extent three hundred and thirty-two (332) square metres held under Certificate of Right of Leasehold G001737/94.

Street address: Site 179, Umlazi-S, Umlazi.

Improvements: A brick plastered dwelling house under tiled roof with electricity comprising two bedrooms, bathroom, kitchen and dining-room/lounge.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi, at the old Magistrate's Court Building, Block C, Room 4, Section V1030, Umlazi, Telephone 906-1713.

Dated at Durban this 12th day of October 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 12083/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEINIn die saak tussen **Nedcor Bank Beperk**, Eiser, en **Eric James Campbell McKay**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 10 Augustus 1995, sal die ondervermelde eiendom op 17 November 1995 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 12093, Bloemfontein-uitbreiding 70, geleë in die stad en distrik Bloemfontein, ook bekend as St Helenasingel 21, Bloemfontein, groot 1 186 vierkante meter, gehou kragtens Transportakte T7142/1994, onderworpe aan sekere termes en voorwaardes soos daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis met vier slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, familiekamer, studeerkamer en twee motorhuise.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Wes, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 14864/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEINIn die saak tussen **Nedcor Bank Beperk**, Eiser, en **Anna Elizabeth Visser**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 10 Augustus 1995, sal die ondervermelde eiendom op 17 November 1995 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere onverdeelde aandeel in die gemeenskaplike eiendom in die skema bekend as Bosrant Deel 8, soos getoon en vollediger beskryf op Deelplan SS9/1987, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein (nou bekend as Valley Terrace 8, Bloemfontein, groot volgens genoemde deelplan 169 vierkante meter, gehou kragtens Sertifikaat van Geregi-streerde Deeltitel ST9/87(8)(Unit), bestaande uit 'n enkelverdiepingmeenthuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers en motorhuis.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Wes, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 8774/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEINIn die saak tussen **Lesley Victor**, Eiser, en **M. Nienaber**, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaan-ingang van die Landdroshof, Bloemfontein, op 17 November 1995 om 10:00:

Sekere Restant van Plot 11, synde 'n gedeelte van Onderverdeling 2 van die gebied Rooidam 2354, van die plaas Kwagga-fontein 2300, geleë in die plaaslike gebied Bainsvlei, distrik Bloemfontein, groot 4,2827 hektaar, gehou kragtens Transportakte T525/89.

Die woonhuis met buitegebou geleë te Plot 11, Kelley's View, Bloemfontein.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant op datum van verkoping.
2. Vir die balans koopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg, binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 27ste dag van September 1995.

P. Wille, Prokureur vir Eiser, Rosendorff & Reitz Barry, Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Saak 24084/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Lesang Sarah Maloisane**, Eiser, en **Eva Nobomi Vaphi**, Verweerder

Geliewe kennis te neem dat kragtens die vonnis gegee deur die Landdros te Bloemfontein, en gedateer 11 Augustus 1995 die onderstaande goedere op Vrydag, 24 November 1995 om 10:00, by Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur Balju, Bloemfontein-Oos, aan die hoogste bieder per publieke veiling geregtelik verkoop sal word.

Verbeterings op Erf 1029, Moshoeshoestraat, Rocklands, Bloemfontein.

Geteken te Bloemfontein op hierdie 27ste dag van September 1995.

H. J. Stander, vir Vermaak & Dennis, Voortrekkerstraat 96, Bloemfontein, Posbus 565, Bloemfontein, 9300. [Tel. (051) 47-9861/2/3 en 47-5066/7/8.] (Verw. mnr. Stander/ab/110995.)

Case 1975/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Cornelius Johannes Kleingeld** (Identity Number 5410205110089), Defendant

In execution of a judgment of the Supreme Court of South Africa (Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue-entrance of the Magistrate's Court, Bloemfontein, Free State Province on Friday, 17 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 and which conditions may be inspected at the office of the Sheriff, Bloemfontein West, President Building, St Andrew Street, prior to the sale:

"Erf 8838, geleë in die stad en distrik Bloemfontein, groot 1 134 (eenduisend eenhonderd vier en dertig) vierkante meter, gehou kragtens Akte van Transport Nr T10121/1989 en onderwope aan die Servitude soos daarin uiteengesit."

Consisting of four bedrooms, toilet, dining-room, lounge, servant's room, two bathrooms, kitchen, bar, garage for four cars, indoor swimming-pool and jacuzzi, tile and steel roof, Corodrive and half double-storey, and being 20 Benedictus Kok Street, Universitas, Bloemfontein, Free State Province.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 (twenty thousand rand) or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 (six thousand rand) in cash on the day of sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak 8675/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S A Bpk**, Eiser (Eksekusieskuldeiser), en **Paulus Maboya Mokoena**, Eerste Verweerder, en **Madiemiso Selina Mokoena**, Tweede Verweerder (Eksekusieskuldenaar/s)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 7 Februarie 1995 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 24 November 1995 om 10:00, by die kantore van die Landdroshof, Bainstraat, Sasolburg.

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die dorpsgebied Zamdela, distrik Parys, synde Erf 6581, geleë in die dorpsgebied Zamdela, distrik Parys, groot 244 (tweehonderd vier-en-veertig) vierkante meter.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die Sertifikaat van Geregistreerde Toekenning van Huurpag, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word voor die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 6de dag van Oktober 1995.

M. M. P. de Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Marais Gebou, Lesliestraat 21, Vereeniging, Posbus 83, Vereeniging. [Tel. (016) 21-4471.] (Verw. Mev. Harmse/NE0091.)

Saak 13536/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Saambou Bank**, Eiser, en **E. Phera**, Verweerder

Ingevolge 'n vonnis in die Landdroshof van Welkom en 'n lasbrief vir eksekusie gedateer 15 September 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 17 November 1995 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 23920, geleë in die dorpsgebied Thabong, distrik Welkom, groot 243 (tweehonderd drie-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer, eetkamer, twee slaapkamers, stort en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewyig en die reëls daarkragtens uitgevaardig.

2. Die koopprys van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 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 bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

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

J. Fourie, vir Van Rooyen Mostert Fourie, Heeren II Gebou, Heerenstraat, Posbus 4, Welkom.

Saak 13537/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Saambou Bank**, Eiser, en **M. M. Litabe**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 15 September 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 17 November om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 19942, geleë in die dorpsgebied Thabong, distrik Welkom, groot 245 (tweehonderd vyf-en-veertig) vierkante meter. Verbeterings bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 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 bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

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

J. Fourie, vir Van Rooyen Mostert Fourie, Heeren II-gebou, Heerenstraat, Posbus 4, Welkom.

Saak 1198/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Boland Bank Bepers**, Eksekusieskuldeiser, en **Abel Daniël van den Berg**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Bloemfontein, en 'n lasbrief vir eksekusie gedateer 24 Junie 1992, sal die volgende eiendomme by wyse van openbare veiling in eksekusie verkoop word op 24 November 1995 om 11:00 te die Landdroskantoor, Clocolan:

1. Die plaas Berg-en-Dal 195, distrik Clocolan, groot 171,3064 (een sewe een komma drie nul ses vier) hektaar, gehou kragtens Transportakte T9925/1991.

2. Die plaas Emden 355, distrik Clocolan, groot 128,4798 (een twee agt komma vier sewe nege agt) hektaar, gehou kragtens Transportakte T9925/1991.

3. Die plaas Spoetnik 458, distrik Clocolan, groot 135,9342 (een drie vyf komma nege drie vier twee) hektaar, gehou kragtens Transportakte T9925/1991.

Voorwaardes van verkoping:

1. Die eiendomme sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, 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 24,25% (vier-en-twintig 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 bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Ladybrand, nagesien word.

Gedateer te Bloemfontein op hede die 12de dag van Oktober 1995.

F. J. Kapp, vir Wessels & Smith, Prokureur vir Eksekusieskuldeiser, Grondvloer, Iustitiagebou, Aliwalstraat, Bloemfontein.

Saak 9254/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein**, Eiser, en **Theron, M. A.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 8 Februarie 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 geregtelike verkoop word:

Sekere Erf 2885, geleë in die stad en distrik Bloemfontein, groot 814 vierkante meter, gehou kragtens Akte van Transport 5889/1993, geregistreer op 22 Februarie 1993. (Perseeladres: Queensplein 3, Hilton, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, gang, badkamer en waskamer. *Buitegeboue*: 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 17de dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 827/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen **R. & A. Molebeleli**, Eiser, en **K. D. Adoons**, Verweerder

Kragtens 'n uitspraak in die Landdroshof van Bothaville en lasbrief vir eksekusie teen goedere uitgereik vir die bedrag van R6 000 plus rente en koste, sal die volgende eiendom per openbare veiling aan die hoogste bieder verkoop word deur die Balju vir die Landdroshof op 15 November 1995 om 17:00, te die perseel van die Balju, Presidentstraat 90, Bothaville.

Inventaris: Erf 2058, geleë te Kgotsong, Bothaville.

Verkoopvoorwaardes:

(a) 'n Deposito van 10% (tien persent) sal met die toeslaan van die bod betaal word;

(b) die balans sal binne 21 dae daarna betaal word hetsy in kontant of by wyse van 'n bank gewaarborgde tjek of aanvaarbare waarborg;

(c) rente teen 18,5% (agtien komma vyf persent) per jaar sal betaal word op die balans koopprys vanaf 8 November 1995 tot datum van betaling;

(d) verdere voorwaardes lê vir inspeksie by die Balju en G. P. Nieuwoudt & Vennote, Van Riebeeckstraat 13, Bothaville.

Aldus gedoen en geteken te Bothaville op hierdie 19de dag van Oktober 1995.

G. P. Nieuwoudt & Vennote, Prokureurs vir Eiser, Van Riebeeckstraat 13, Posbus 328, Bothaville, 9660.

Saak 20922/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad**, Eiser, en **Hattingh, C. R.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n labrief vir geregtelike verkoping gedateer 15 Junie 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 12021, geleë in die stad en distrik Bloemfontein, groot 940 (nege vier nul) vierkante meter, gehou kragtens Akte van Transport 22140/1993, geregistreer op 20 Desember 1993. (Perseeladres: Generaal Brandrylaan 203, Uitsig, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis bestaande uit vier slaapkamers, badkamer, kombuis, sitkamer, eetkamer en woonkamer. *Buitegeboue*: Motorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein, Barnesstraat-Oos 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 19de dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 16462/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Beheerliggaam van Charlinmor**, Eiser, en **Jurack, H.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 12 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 eenheid 8 in die Skema 36, bekend as Charlinmor, ten opsigte van die gebou of geboue geleë in die stad en distrik Bloemfontein, groot 102 (een nul twee) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Deeltitel ST1214/1991, geregistreer op 23 September 1991. (Perseeladres: Charlinmor 8, Werdasingel, Uitsig, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Eenheid bestaan uit twee slaapkamers, oopplankombuis, sit/eetkamer, een en halwe badkamer en 'n toesluitmotorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein, Barnesstraat-Oos 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 20ste dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 21340/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit**, Eiser, en **Welthagen, C. M. & H. J. M.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 11 September 1995 sal die volgende eiendom op Vrydag, 1 Desember 1995 om 10:00 by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 20398, geleë in die stad en distrik Bloemfontein, groot 1 349 vierkante meter, gehou kragtens Akte van Transport 10347/1985, geregistreer op 31 Desember 1985. (Perseeladres: Liefste Marynsingel 1, Pellisier, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit twee slaapkamers, eetkamer, kombuis, opwaskamer, vier slaapkamers en twee badkamers. *Buitegeboue*: Motorhuis en stoep motorafdak.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 19de dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 14206/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **M. E. Kelem**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 5 Oktober 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 24 November 1995 om 11:00 te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 20280, geleë te en bekend as 20280 New Jerusalem, Thabong, Welkom, gesoneer vir woondoeleindes, groot 299 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL8818/90.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18,25% (agtien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 19de dag van Oktober 1995.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessel en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 15653/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **F. J. Visser**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaan-ingang, Bloemfontein, op Vrydag, 17 November 1995 om 10:00 van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Eenheid 10, in die gebou bekend as Intaka, geleë in die stad en distrik Bloemfontein, sowel as 'n onverdeelde aandeel in gesamentlike eiendom in die gesegde gebou, groot 97 (sewe-en-negentig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte ST11569/1993.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n meenthuiswoning met 'n sitkamer/eetkamer, twee slaapkamers, kombuis, badkamer/toilet en 'n enkelmotorhuis.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 1995-10-23.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 277, Bloemfontein. [Tel. (051) 47-9881.] (Verw. CLR/SMC/W92584.)

Saak 941/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **NBS Bank Beperk**, Eiser, en **Mutsi Daniel Lepitsi**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Harrismith en 'n lasbrief vir eksekusie gedateer 29 September 1995, sal die volgende eiendom geregtelik verkoop word op 1 Desember 1995 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A597, geleë in die dorp Tshiame, distrik Harrismith, groot 450 (vierhonderd en vyftig) vierkante meter, soos aangedui op Algemene Plan PB610/1986, gehou kragtens Grondbrief 2432/1989.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, een badkamer en toilet. Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 23ste dag van Oktober 1995.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B, Posbus 22, Harrismith.

Case 14460/95

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

In the matter between **ABSA Bank Limited** (United), Plaintiff, and **Peter William Arthur van der Merwe**, First Defendant, and **Gerda van der Merwe**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 6 October 1995, and a warrant of execution the following property will be sold in execution, without reserve, subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 8 December 1995 at 11:00, at the Magistrate's Court, Tulbach Street entrance, Welkom, namely:

Certain Erf 2999, situated in the Township of Riebeeckstad, District of Welkom, measuring 1 328 (one thousand three hundred and twenty-eight) square metres, held by the Defendants by virtue of Deed of Transfer T814/1991, known as 123 Jason Way, Riebeeckstad, District of Welkom.

Improvements: Residential property with entrance hall, dining-room, family-room, kitchen, laundry, scullery, three bedrooms, dressing room, separate toilet, three bathrooms with toilet and shower, toilet, double carport and fibre glass swimming-pool (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 25th day of October 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/UN235.)

Case 4089/94

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 **Elizabeth Susanna van Eeden** (Identity Number 5506020023009), 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 magistrates' Courts Office, Bain Street, Sasolburg, on Friday, 24 November 1995 at 10:00, of the undermentioned immovable property of the Defendant of the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12811, Sasolburg Extension 19 Township, District of Parys, measuring 902 m², held by the Defendant under Deed of Transfer T4666/1990, being 46 Ruhr Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, three bedrooms, bathroom/toilet, kitchen, garage, servant's room and shower/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1328/WRFCLS/Mr Brewer/djl.)

Saak 7955/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **S A Heating & Cooling (Pty) Ltd**, Eksekusieskuldeiser, en **H. du Plooy**, handeldrywend as Electro Freeze, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 24 Augustus 1995, in die Landdroshof, Welkom, sal die volgende eiendom verkoop word op Vrydag, 24 November 1995 om 10:00, te die Landdroskantore, Weeberstraat, Odendaalsrus:

Sekere: Erf 2040, Irisweg 24, Odendaalsrus, groot 1 039 (eenduisend nege-en-dertig) vierkante meter, geleë te die stad en distrik Odendaalsrus, gehou kragtens Akte van Transport T18317/92.

Verbeterings: Woonhuis met gewone buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) verkoop word aan die hoogste bieder, 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 en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf 24 November 1995, tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 24ste dag van Oktober 1995.

D. W. Steyn, vir Rossouw & Vennote, Prokureur vir Eiser, Grondvlak, Anmercosa House, Staatsweg 317; Posbus 455, Welkom, 9460.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

PETER WILLIAMS

(Reg. No. 83/3833)

AUCTION SALES

IMPORTANT LIQUIDATION SALE OF ENTIRE CONTENTS OF BAKERY, INCLUDING OVENS, PROVER, DISPLAY CABINETS, 1993 FORD COURIER, ETC.—STANDERTON

Duly instructed thereto by the Liquidator of **Highveld Steam Bakery CC**, in liquidation, Master's Ref. T1952/95, we will sell, entirely without reserve, on Friday, 10 November 1995 at 10:00, on the spot, i.e. 15 Andries Pretorius Street, Standerton, the undermentioned:

1993 Ford Courier 2.2 Diesel L.D.V. with canopy, Montana M21 oven with 6-trolley prover and steam generator (operates with paraffin or diesel), 2½-metre steel display fridge, 2 wooden display units, 120-litre cake mixer, Diasna D160 pastry mixer, bread moulder, Kuhn bread slicer, flour trolleys and bins, bread pans, pie warmer, electric scale, Sharp cash register, desk, etc.

Terms: Strictly bank-guaranteed cheque or cash.

Viewing: Day before sale or by appointment.

For further details: Contact the Auctioneer, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. (012) 3352931/2.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **E. J. Holtzhuizen**, T1854/95, sal ons die bates verkoop te die plaas K B Baken Marquard op 10 November 1995 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

VAN'S AFSLAERS**VEILING EIENDOM**

In opdrag van die Kurator van insolvente boedel **G. W. Holmes**, T1310/95, verkoop Van's Afslaers ondervermelde eiendomme, onderhewig aan bekragtiging, per openbare veiling op 10 November om 10:00, te Soutpansbergweg 291, Rietondale, Pretoria:

Beskrywing: Gedeelte 3, Erf 31, Restant Erf 31 en Erf 495, Rietondale.

Groot: 1 213, 2 771 en 3 093 m² onderskeidelik.

Verbeterings: Drie woonhuise.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 (dertig) dae.

Inligting: Van's Afslaers (012) 335-2974.

J G W AFSLAERS

(CK90/35316/23)

In opdrag van die Kurator van insolvente boedel **Benjamin Phillipus Rudolph**, Meestersverwysingsnommer T2258/94, word die hierna genoemde onroerende eiendom, per openbare veiling aangebied vir verkoping:

Plek van veiling: Colesingel 17, Brakpan.

Datum van veiling: 17 November 1995.

Tyd van veiling: 11:00.

Eiendom:

Erf 658, geleë in die dorp Brakpan-Noord-uitbreiding 1, Registrasieafdeling IR, groot 1 050 (een nul vyf nul) vierkante meter, ook beter bekend as Colesingel 17, Brakpan.

Beskrywing van eiendom: Enkelverdiepingwoonhuis gebou met steen en met 'n teëldak, sitkamer, familiekamer, TV-kamer, vier slaapkamers, kombuis met ingeboude kaste, badkamer en toilet met 'n tweede badkamer. Motorhuis en buitetoilet. Groot swembad. Omhein met 'n betonmuur.

Verkoopvoorwaardes: 20% (twintig persent) deposito van die koopsom betaalbaar onmiddellik op die veiling en die balans by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Besitsrente gereken te word op die balans van koopsom teen huidige bougenootskaprentekoerse op eerste verbande.

Vir enige navrae kontak: Warrick Heppell (018) 462-2711.

Die volledige voorwaardes van verkoping is beskikbaar by J G W Afslaers, Andersonstraat 23, Klerksdorp. Tel. (018) 462-2711. Slegs kontant of bankgewaarborgde tjek.

VAN'S AFSLAERS**VEILING EIENDOM**

In opdrag van die Likwidadeur van **Mont Blanc House Development BK**, in likwidasie, T2871/95 verkoop Van's Afslaers ondervermelde eiendomme, onderhewig aan bekragtiging, per openbare veiling op 6 November om 11:00, te Kwartsietlaan 624, Moreletapark.

Beskrywing: Erwe 1232, 1515 en 1544, Moreletapark, Pretoria.

Groot: 1 129, 1 000 en 1 030 m² onderskeidelik.

Verbeterings: Onvoltooide duetwoning op Erf 1232.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 (dertig) dae.

Inligting: Van's Afslaers (012) 335-2974.

VAN'S AFSLAERS**VEILING EIENDOM**

In opdrag van die Kurator van insolvente boedel **A. Pike**, T1661/95, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 7 November om 11:00, te Adelinehof 48, Henry Slegtkampstraat, Hermanstad, Pretoria:

Beskrywing: Adelinehof 48, Hermanstad.

Groot: 48 m².

Verbeterings: Eenslaapkamerwoonstel.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 (dertig) dae.

Inligting: Van's Afslaers (012) 335-2974.

PHIL MINNAAR BK

(CK93/29245/23)

BESTORWE BOEDELVEILING VAN VIERSLAAPKAMERWONING, PRETORIA-WES, PRETORIA

In opdrag van die Eksekuteur in die bestorwe boedel **S. C. Buitendach**, Boedelnommer 8182/95, verkoop ons ondergenoemde eiendom per openbare veiling op Vrydag, 17 November 1995 om 10:00:

Plek van veiling: Christoffelstraat 403, Pretoria-Wes, Pretoria.

Beskrywing van eiendom: Resterende gedeelte van Erf 1343, bekend as Christoffelstraat 403, Pretoria-Wes, Pretoria, Registrasieafdeling JR, Transvaal, groot 799 m².

Verbeterings: Hierdie staansinkdakwoning bestaan uit vier slaapkamers, badkamer, sit-/eetkamer, kombuis, matte, stoep, diewering, dubbelmotorafdek, gevestigde tuin en ommuur.

Besigtiging: Daaglik.

Terme: 20% (twintig persent) in kontant of bankgewaarborgde tjek en balans binne 30 (dertig) dae na bekragtiging.

Navrae: Skakel Dirkie by (012) 322-8330/1.

Afslaeers: Phil Minnaar BK, CK93/29245/23, Posbus 28265, Sunnyside, 0132. Tel: (012) 322-8330/1. Faks: (012) 322-9263.

PHIL MINNAAR AFSLAERS**INSOLVENTE BOEDELVEILING S. D. RHEEDER**

(Meestersverw. No. T1052/95)

LIKWIDASIEVEILING MANOR CONSTRUCTION (PTY) LTD

(Meestersverw. No. T1328/95)

Behoorlik gemagtig deur die Likwidateur van Manor Construction (Pty) Ltd, in likwidasie, en die Kurator van **S. D. Rheeder**, verkoop ons per openbare veiling, op die perseel: Harrislaan 45, Sebenza, op 5 Augustus 1995 om 11:00, die volgende roerende bates: Boutoerusting, voertuie en gereedskap.

Voorwaardes: Kontant of bankgewaarborgde tjek.

Phil Minnaar Afslaeers, Johannesburg (011) 475-5133.

PHIL MINNAAR AFSLAERS**BOEDEL WYLE, H. C. S. GEY VAN PITTIUS**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 6 November 1995 om 11:00, Gedeelte 54 van die plaas Groenfontein 141, Registrasieafdeling KR, die Noordelike Provinsie, 23 beeste.

Voorwaardes: Onroerend: 20% (twintig persent) van die verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 (dertig) dae van bevestiging van verkoping.

Roerend: Kontant of bankgewaarborgde tjek.

Phil Minnaar Afslaeers, Johannesburg (011) 475-5133.

ERPO AFSLAERS BK**INSOLVENTE VEILING****BOUERSTOERUSTING—BOUMATERIAAL—KONSTRUKSIE**

In opdrag van die Kurator van insolvente boedel van **BJ Construction Pty Ltd**, in likwidasie, T2126/95, verkoop ons die onderstaande per openbare veiling te Rustenburg, Modderfontein, Vrydag, 10 November 1995 om 10:00:

Ligging: Vanaf Rustenburg, op Pretoriapad verby Kroondal, neem die Modderfonteinpad na regs vir ± 3 km, draai links met die Modderfonteingrondpad vir ± 3 km, veiling aan linkerkant. Vanaf Pretoria op Rustenburg N4-wes, ± 3 km, voor Kroondal, neem Modderfonteinpad na regs. Volg Erpowedgysers op die dag van die veiling.

Aanbieding:

Boutoerusting: Pypsteiers, bo- en ondervestellers, Quick Strip-steiers, Speedframe-steiers.

Masjienerie: Betonmengers, 10 m-Spencer-vervoerband, steensnyer.

Voertuie: Ford-vragmotor.

BRITS

VRYDAG, 10 NOVEMBER 1995 OM 14:00

Ligging: By Brits by die Pretoria, Brits, Rustenburg, Rosslynkruising, neem die Rosslynpad vir $\pm 1,5$ km, draai links en weer regs met dienspad parallel met Rosslynpad. Veiling reg langs Sensakokantore. Volg Erpowedgysers op die dag van die veiling.

Aanbieding:

Kantoormeubels, handgereedskap, bougereedskap, karavaan, asbeshuise, sinkhuise, baie pypsteiers, dekpanne, kompaksiemasjien, mobiele betonkarweier, betonmenger, konstruksiehyskraan, elektriese gereedskap, kruiswaens, baie konstruksiedomkragte, pikke en grawe, Quick Strip- en Speedframe-steiers.

Nota: Baie van bogenoemde goed is splinternuut.

Terme: Kontant of bankgewaarborgde tjeks op die dag van die veiling. BTW sal gehef word.

Navrae: Erpo Afslaers BK, Heystekstraat 26, Rustenburg. (0142) 97-2532/3.

PARK VILLAGE AUCTIONS

FOUNDATION DEVELOPMENT CC (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER T2917/95

Duly instructed by this Estate's Liquidator, we will sell by public auction, on site Off Barbet Road, Woodmead Extension 27, Sandton District, Gauteng, on Thursday, 9 November 1995, commencing at 10:30, 3 hectare site subdivided into 44 stands.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

FOUNDATION DEVELOPMENT CC (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER T2917/95

Duly instructed by this Estate's Liquidator, we will sell by public auction, on site Monte Vista, Off Kleinste Street, Sunninghill, Sandton District, Gauteng, on Thursday, 9 November 1995, commencing at 13:00, five cluster homes.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

FOUNDATION DEVELOPMENT CC (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER T2917/95

Duly instructed by this Estate's Liquidator, we will sell by public auction, on site at 20 Naivasha Road, Sunninghill Park Agricultural Holdings, Sandton District, Gauteng, on Thursday, 9 November 1995, commencing at 12:00, a cluster development in progress.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

GLASS AND ALUMINIUM MANUFACTURERS CC (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER T1655/95

Duly instructed by this Estate's Liquidator, we will sell by public auction, on site at 6 Vanadium Street, Rustenburg Extension 9 Industrial Township, the North West Province, on Monday, 6 November 1995, commencing at 10:30, a factory and offices, etc.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: H. J. AND C. A. VISSCHER

MASTER'S REFERENCE NUMBER T2148/95

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at Plot 92, Tedderfield Agricultural Holdings (Eikenhof Area), Vereeniging District, Gauteng, on Tuesday, 7 November 1995, commencing at 10:30, a Smallholding.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: V. AND G. M. HARMAN

MASTER'S REFERENCE NUMBER T1875/95

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at 6 Tambotie Street, Freeway Park, Boksburg District, Gauteng, on Wednesday, 8 November 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: C. A. BOONE

MASTER'S REFERENCE NUMBER T2662/95

Duly instructed by the Provincial Trustee in the above-mentioned estate, and with the authority of the solvent spouse, we will offer on public auction, on site at 135 Shetland Road, Witpoort, Midrand District, Gauteng, on Tuesday, 7 November 1995, commencing at 10:30, a two-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

BANQUET FOODS (PTY) LTD (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER T1290/95

Duly instructed by this Estate's Liquidator, we will sell by way of public auction, on site at Portions 18, 75 and 81 of the farm Elandsfontein 334, Eikenhof, District of Vereeniging, Registration Division IQ, Gauteng, on Wednesday, 8 November 1995, commencing at 10:30, various properties and movable assets.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN EENSLAAPKAMERWOONSTEL, SUNNYSIDE, PRETORIA

In opdrag van die Kurator in die insolvente boedel **M. M. Anker**, Meestersverwysing T2066/95, verkoop ons die ondergenoemde eiendom per openbare veiling op Vrydag, 17 November om 12:00.

Plek van veiling: Aidawoonstelle 9, Leydsstraat 460, Sunnyside, Pretoria.

Beskrywing van eiendom: Eenheid 9 van Skema 119, Aida, bekend as Aidawoonstelle 9, Leydsstraat 460, Sunnyside, Pretoria. Registrasieafdeling JR, Transvaal.

Groot: 70m².

Verbeterings: Hierdie goed geleë woonstel bestaan uit 'n slaapkamer, ingangsportaal, studeerkamer, sitkamer, badkamer, kombuis, houtvloere met enkelparkering.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 45 dae na bekragtiging.

Navrae en besigtiging: Skakel Dirkie Pienaar by (012) 322-8330/1.

Phil Minnaar BK (CK93/29245/23), Afslaers, Posbus 28265, Sunnyside, 0132. Tel: (012) 322-8330/1. Fax: (012) 322-9263.

CAHI AUCTIONEERS/AFSLAERS APPRAISERS AND STOCK LIQUIDATORS

(Registration No. CK87/12616/23)

INSOLVENT ESTATE AUCTION FIXED PROPERTY ENGEN PETROL STATION MOHLAKENG RANDFONTEIN

Duly instructed by the Trustees in the matter Ra-Igagela (Pty) Ltd, in liquidation, Master's Ref. No. T2568/94.

We will sell on Friday, 1 December 1995 at 11:00, on site Ralerate Street, Mohlakeng, Stand 2125.

This is a going concern with full statistics available from Engen and a portion of land still to be developed.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation. For further info contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

NEW AUCOR

INSOLVENT ESTATE AUCTION

MODERN TWO-BEDROOMED DUET

GARSFONTEIN

IN THE MATTER OF INSOLVENT ESTATE **J. A. JORDAAN**

MASTER'S REFERENCE No. T1461/95

TO BE SOLD ON THE SPOT ON WEDNESDAY, 15 NOVEMBER AT 10:30

Duly instructed by the Trustee, we will hereby sell this property being Erf 1619, Garsfontein, better known as 307 Brian Ellwood Street, Garsfontein:

Description: This modern duet comprises two bedrooms, the main one with a bathroom en suite and a second bathroom. There is a lounge, dining-room and a modern kitchen with wooden cupboards. The house has a tiled floor and wooden ceilings. There is a wendyhouse in the neat garden which is secured by a surrounding wall.

Directions: In Atterbury Road due east. Turn right into Jacqueline Drive and right again into Margaret Hunt. Turn left into Brian Ellwood Street. (Watch for posters).

View: By appointment.

Terms: A 20% (twenty percent) (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

The above is subject to change without prior notice.

For further details please contact Aucor Tvl. Tel. (012) 342-2041/342-3502/5/11. Fax. (012) 34-2204.

NEW AUCOR

INSOLVENT ESTATE AUCTION

MAGALIESKRUIN

GRAND EXECUTIVE MANSION WITH FIVE BEDROOMS, FOUR LIVING AREAS S, SWIMMING-POOL, ETC.

IN THE MATTER OF INSOLVENT ESTATE J. C. LE ROUX

MASTER'S REFERENCE No. T1461/95

TO BE SOLD ON THE SPOT, ON TUESDAY, 14 NOVEMBER, AT 10:30

Duly instructed by the Trustee, we will sell this property being Erf 33, Magalieskruin, better known as 338 Braam Pretorius Street, Magalieskruin Extension 1:

Description: This magnificent house comprises five bedrooms, the main bedroom has a bathroom en suite and a huge walk-in cupboard. All the bedrooms have wall-to-wall carpets and built-in cupboards. There is a spacious kitchen with a separate laundry and a large pantry. The living areas consist of a formal lounge, dining-room, study, a large family room, and another spacious living room upstairs. Outbuildings include a double lockup garage a double carport, servants' quarters with a full bathroom. There is a lovely swimming-pool in the garden which is secured by a surrounding wall.

Directions: In Zambezi Drive due west, turn left in Veronica Street which becomes Braam Pretorius Street. (Watch for posters).

View: By appointment.

Terms: A 20% (twenty per cent) (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

The above is subject to change without prior notice.

For further details please contact Aucor Tvl. Tel. (012) 342-2041/342-3502/5/11. Fax. (012) 34-2204.

BOLAND BANK VEILINGS

BESTORWE BOEDELVEILING VAN WOONHUIS—MEUBLEMENT, GELEË TE KEMPSTRAAT 3B, PIET RETIEF

(VOLG ONS WEGWYSERS)

OP VRYDAG, 10 NOVEMBER 1995 OM 11:00

Behoorlik daartoe gemagtig deur die Eksekuteur van boedel wyle **John St Clair Wright**, Boedel No. 4286/95, word ondergemelde per openbare veiling aangebied:

Vaste eiendom: Gedeelte 3 van Erf 225, geleë in die dorp Piet Retief, Registrasieafdeling HT, Transvaal, groot 1 250 m².

Verbeterings: Drieslaapkamerwoning, sitkamer, eetkamer, kombuis, badkamer en motorhuis.

Meublement: Dubbelbed en enkelbed.

FINANSIERING BESKIKBAAR

indien vooraf gereël met Boland Bank Bpk

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Meublement: Kontant of bankgewaarborgde tjek.

Navrae: Bennie Ellis. Tel. (012) 804-1440.

Afslae: Koos van Rensburg.

Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg 617, Silverton.

CAPE • KAAP

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ELLIOT op 23 November 1995 om 10:00 voor die Landdroskantoor te ELLIOT die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die Plaas nr. 498 in die Afdeling Elliot, Oos-Kaapprovinsie

GROOT 213,0437 hektaar

(Eiendom (1) blykens Akte van Transport T30941/1971)

(2) Die Plaas nr. 494 in die Afdeling Elliot, Oos-Kaapprovinsie

GROOT 101,2678 hektaar

(3) Die Plaas nr. 497 in die Afdeling Elliot, Oos-Kaapprovinsie

GROOT 206,8910 hektaar

(4) Die Plaas nr. 495 in die Afdeling Elliot, Oos-Kaapprovinsie

GROOT 220,2158 hektaar

(Eiendomme (2) tot (4) blykens Akte van Transport T269/1985)

in die naam van **JOHANNES CHRISTIAAN WINK**

LET WEL $\pm 2,4807$ hektaar van eiendom (1), $2,8054$ hektaar van eiendom (3) en $\pm 4,5160$ hektaar van eiendom (4) is onteien deur die Provinsiale Administrasie van die Kaap.

Ligging van hierdie eiendomme:

30 km wes van ELLIOT

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Woonhuis, buitekamer, motorhuis, skaap- en implementeskuur, ramstal en 3 arbeidershutte. Vekeerend omhein en verdeel in kampe. Grondveesuipingsdamme. Tungelarivier vorm 'n grens.

Eiendomme (2) tot (4)

Woonhuis, buitekamer met afdak, rondawel, motorhuis, implementeskuur, afdak en 4 arbeidershutte. Vekeerend omhein en verdeel in kampe. Fontein, grondveesuipingsdamme, grondbesproeiingsdam. Tungelarivier vorm 'n grens.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAH 00548 01G/04G/06G/07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Oktober 1995.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VENTERSTAD op 24 November 1995 om 10:00 voor die Landdroskantoor te VENTERSTAD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 3 ('n gedeelte van Gedeelte 1) van die plaas ROODE WAL nr. 126, in die Afdeling Colesberg, Noord-Kaapprovinsie

GROOT 462,5273 Hektaar

(2) Gedeelte 4 ('n gedeelte van Gedeelte 1) van die plaas ROODE WAL nr. 126, in die Afdeling Colesberg, Noord-Kaap-provinsie

GROOT 466,2503 Hektaar

(3) Die restant van die plaas ROODE WAL nr. 126, in die Afdeling Colesberg, Noord-Kaapprovinsie

GROOT 1658,8556 Hektaar

(4) Gedeelte 4 ('n gedeelte van Gedeelte 3) van die plaas NOOITGEDAGT nr. 58, in die Afdeling Albert, Oos-Kaapprovinsie

GROOT 108,2942 Hektaar

Eiendomme (1) tot (4) blykens Akte van Transport T72845/1990
in die naam van GERHARDUS HENDRIK DE BEER

Ligging van hierdie eiendomme:

30 km suidwes van Venterstad

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

2 Woonhuise, skeerskuur en melkportaal, motorhuis en stoorkamers. Veekeerend omhein en verdeel in kampe. 7 Boorgate, 8 sementdamme, 9 drinkbakke, 6 gronddamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCBA 04464 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Oktober 1995.

ORANGE FREE STATE ORANJE-VRYSTAAT

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MARQUARD op 24 November 1995 om 10:00 voor die Landdroskantoor te MARQUARD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas EKULU 309, distrik Marquard

GROOT : 224,1869 hektaar

Eiendom (1) blykens Akte van Transport T4241/1972

(2) Die plaas SOEDAN 362, distrik Marquard

GROOT : 256,9596 hektaar

Eiendom (2) blykens Akte van Transport T2924/1968

(3) Die plaas SAAIBULT 390, distrik Marquard

GROOT : 88,7310 hektaar

(4) Die restant van die plaas WONDERKUIL 353, distrik Marquard

GROOT : 168,2286 hektaar

(5) Die restant van die plaas WONDERBAAR 266, distrik Marquard

GROOT : 171,2950 hektaar

Eiendomme (3) tot (5) blykens Akte van Transport T5430/1988

in die naam van JOHANNES MULLER

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendom (1): 10 km suidwes van Marquard

Eiendomme (2) tot (5): 7 km suidwes van Marquard

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Woonhuis, buitekamer, stoor, sinkskoolgebou. Veekerend omhein en verdeel in kampe. 3 Boorgate, 2 sementdamme, sinkdam, 8 suipkrippe en gronddam.

Eiendom (2)

Woonhuis, buitekamer, stoor, voerafdak en 10 arbeidershuise. Veekerend omhein en verdeel in kampe. 2 Boorgate, sementdam, 4 suipkrippe, gronddam en spruit.

Eiendomme (3) tot (5)

Woonhuis, 2 store, voerstalle, koeistal met afdak, staalstoor, pakkamer en duiwehokke. Veekerend omhein en verdeel in kampe. 4 Boorgate, 2 sementdamme, 3 suipkrippe, 3 gronddamme en 2 spruite.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld by die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAG 01758 04G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Oktober 1995.

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