

REPUBLIC
OF
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Government Gazette Staatskoerant

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No. 16806

*LEGAL
NOTICES*

*WETLIKE
KENNISGEWINGS*

B

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

LIST OF FIXED TARIFF RATES
AND
CONDITIONS
FOR PUBLICATION OF LEGAL NOTICES IN THE
GOVERNMENT GAZETTE
(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES	
<i>Standardised notices</i>	<i>Rate per insertion</i> R
ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	13,80
BUSINESS NOTICES	32,70
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	27,60
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	16,50
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	8,10
<i>Non-standardised notices</i>	
COMPANY NOTICES:	
Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	62,90
Declaration of dividend with profit statements, including notes	144,80
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	218,80
LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	49,40
LIQUOR LICENCE NOTICES in extraordinary <i>Gazette</i> :	
All provinces appear on the first Friday of each calendar month	46,70
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	82,20
Reductions or changes in capital, mergers, offer of compromise	218,80
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	218,80
Extension of return date	27,60
Supersessions and discharge of petitions (J 158)	27,60
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	125,80
Public auctions, sales and tenders:	
Up to 75 words	38,40
76 to 250 words	98,50
251 to 350 words (more than 350 words—calculate in accordance with word count table)	158,70

LYS VAN VASTE TARIEWE
EN
VOORWAARDES
VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE
STAATSKOERANT

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
BESIGHEIDSKENNISGEWINGS	32,70
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	13,80
INSOLVENSIEWET- EN MAATSKAPPYWETTEKENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9	27,60
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	8,10
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	16,50
 <i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	46,70
<i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	125,80
Openbare veilings, verkope en tenders:	
Tot 75 woorde	38,40
76 tot 250 woorde.....	98,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	158,70
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	49,40
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende.....	62,90
Verklaring van dividende met profytstate, notas ingesluit	144,80
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, afflossings, 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 bevele <i>nisi</i>	218,80
Verlenging van keurdatum	27,60
Tersydestelling en afwysings van aansoeke (J 158).....	27,60

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

Number of words in copy Aantal woorde in kopie	One insertion Een plasing	Two insertions Twee plasinge	Three insertions Drie plasinge
	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 sluitingstyd vir die aanname van kennisgewings soos van tyd tot tyd in die *Staatskoerant* bepaal.

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

(5) In geval van 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 INKOMSTESEËLS.

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

13. *In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the Government Printing Works.*

14. The Government Printer reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the list of fixed tariff rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

(2) In gevalle van twyfel oor die koste verbonde aan die plasing van 'n kennisgewing en in die geval van kopie met meer as 1 600 woorde, moet 'n navraag, vergesel van die betrokke kopie, voor publikasie aan die

**Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001**

gerig word.

11. Ongekanselleerde inkomsteseëls wat die juiste bedrag van die koste van 'n kennisgewing of die totaal van die koste van meerdere kennisgewings verteenwoordig, moet op die kopie GEPLAK word.

Die volgende seëls is nie aanvaarbaar nie:

- (i) Inkomsteseëls van die ou reeks.
- (ii) Inkomsteseëls van ander state.
- (iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

12. Oorbetalings op grond van 'n foutiewe berekening van die koste verbonde aan die plasing van 'n kennisgewing deur die adverteerder word nie terugbetaal nie tensy die adverteerder voldoende redes aantoon waarom 'n foutiewe berekening gemaak is. In die geval van onderbetalings sal die verskil van die adverteerder verhaal word en geen plasing sal geskied voordat die volle koste verbonde aan die plasing van die kennisgewing(s) deur middel van ongekanselleerde inkomsteseëls betaal is nie.

13. *By 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
GOEWERMENTSKENNISGEWINGS **1995**

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

- ▶ **20 Desember**, Woensdag, vir die uitgawe van Vrydag **29 Desember**
- ▶ **28 Desember**, Donderdag, vir die uitgawe van Vrydag **5 Januarie 1996**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word.

Wanneer 'n **APARTE Staatskoerant** verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

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

SALES IN EXECUTION • GEREGTELIKE VERKOPE

TRANSVAAL

Saak 751/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **ABSA Bank**, handeldrywende as Trust Bank, Eiser, en **L. M. en M. M. Naude**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, Nigel, en 'n lasbrief vir eksekusie, gedateer 1 Oktober 1995, sal die volgende onroerende eiendom in eksekusie verkoop word deur Libra Afslaaers BK, van Derde Verdieping, Florasentrum, Ontdekkersweg, Florida, op Vrydag, 24 November 1995 om 12:00, by die betrokke perseel self, te wete:

Erf 361, Nigel-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 115 (eenduisend eenhonderd-en-vyftien) vierkante meter, gehou kragtens Akte van Transport T72649/93, en ook bekend as Kerkstraat 84, Nigel.

Wesenlike verkoopvoorwaardes:

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings 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: Steengebou met sinkdak bestaande uit kombuis, eetkamer, sitkamer, drie slaapkamers, badkamer/toilet, betonomheining, garage, buitekamer, kamers met ingeboude kaste en volvloermatte.

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 17,5% (sewentien komma vyf persent) per jaar maandeliks saamgestel 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 verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Nigel, te Kerkstraat 69, Nigel. [Tel. (011) 739-7429.]

Geteken te Nigel op hede die 12de dag van Oktober 1995.

L. Etsebeth, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Eerste Verdieping, Plesamgebou, Tweede Laan, Nigel. (Verw. mev. Swanepoel A258.)

Saak 33926/94

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **A. M. J. Bosch**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 30 Junie 1994, sal die volgende eiendom in eksekusie verkoop word te die Baljukantore, Parkstraat 8, Kempton Park, op 30 November 1995 om 10:00, aan die hoogste bieder, naamlik:

Erf 81, Birchleigh-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 784 (eenduisend sewehonderd vier-en-tagtig) vierkante meter, gehou kragtens Transportakte T67620/1991, ook bekend as Ysterhoutstraat 74, Birchleigh.

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

Hoofgebou: Familiekamer, eetkamer, sitkamer, vier slaapkamers, twee badkamers, twee toilette, kombuis, kroeg en patio.

Buitegeboue: Twee garages en swembad.

Titelaktevoorwaarde: Streng vir woningdoeleindes alleenlik.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Kempton Park ondersoek word.

Gedateer te Johannesburg op die 16de dag van Oktober 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 139/93B.)

Saak 34846/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD CHAMBERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trust Bank, Eiser, en **Jasper Martin Bruyns**, Verweerder

Eksekusieverkoping gehou te word te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, op 13 Desember 1995 om 10:00:

Sekere Erf 641, geleë in Erasmia, Registrasieafdeling JR, Transvaal, ook bekend as Vrolikspruitstraat 457, Erasmia, Pretoria, groot 1 891 m² (eenduisend agthonderd een-en-negentig vierkante meter), gehou kragtens Akte van Transport T21830/1990.

Verbeterings: 'n Steenwoonhuis met 'n staan teëldak bestaande uit sitkamer, eetkamer, familie-/TV-kamer, drie slaapkamers, twee badkamers, waskamer, kombuis, motorhuis en swembad. Die eiendom is omhein met betonmure.

Terme: 10% (tien persent) kontant op die dag van die verkoping en die balans teen oordrag wat verseker word deur 'n goedgekeurde waarborg wat verskaf moet word binne 21 (een-en-twintig) dae na datum van die verkoping.

Die verkoopvoorwaardes kan nagesien word by die kantore van die Adjunkbalju, Pretoria-Suid.

W. J. van Niekerk, vir Solomon, Nicolson Rein & Verster Ing., Sewende Verdieping, NBS-gebou, Pretoriusstraat, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mev. Wright/145155/58584.)

Case 10937/94
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Conradie, John Louis**, First Defendant, and
Conradie, Lynda Christine, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 28 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Erf 33, in the Township of Roodekop, Registration Division IR, the Province of Gauteng, in extent 805 (eight hundred and five) square metres, situated at 223 Klipspringer Avenue, Roodekop, Leondale.

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

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

Dated at Johannesburg on this the 26th day of October 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6569.)

Saak 1483/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen: **Stadsraad van Meyerton**, Eiser, en **L. M. Norman**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 26 September 1995 sal die ondervermelde eiendom op 30 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 24 van Erf 173, Riversdal, Irlisstraat 6, Registrasieafdeling IR, provinsie Gauteng, groot 991 (nege nege een) 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 hierdie 10de dag van Oktober 1995.

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

Case 12048/95
PH 136M54

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **How, Robert Alan**, First Defendant, and **How, Kathleen Jessica**, 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 conducted by the Sheriff, Kempton Park, at the offices of the Sheriff at 8 Park Street, Kempton Park, on Thursday, 30 November 1995, at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park:

Erf 547, Estherpark Extension 1 Township, Registration Division IR, Transvaal, situated at 8 Rooigom Street, Estherpark Extension 1, Kempton Park, measuring 1 200 (one thousand two hundred) square metres, held under Deed of Transfer T.92824/92.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Brick dwelling under tiled roof consisting of kitchen, lounge, dining-room, three bedrooms and bathroom. *Outbuildings:* Toilet.

Zoning: Residential.

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

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

Date: 19 October 1995.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6H489.)

Saak 11112/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **James Henry Dean**, Eerste Verweerder, en **Gesina Wilhelmina Dean**, Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom deur die Balju vir die Landdroshof, Stilfontein, by die perseel naamlik: Buffelsfonteinweg 35, Stilfontein, in eksekusie verkoop op 1 Desember 1995 om 10:00:

Erf 222, geleë in die dorp Stilfontein, Registrasieafdeling IP, Transvaal, groot 826 (agthonderd ses-en-twintig) vierkante meter, gehou kragtens Akte van Transport T68123/94, bestaande uit ingangsportaal, sitkamer, drie slaapkamers, badkamer met aparte toilet, kombuis met spens, motorhuis en bediendekamer met aparte toilet.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Kamer 413, Sanlamgebou, Kerkstraat, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprijs onmiddellik in kontant betaalbaar is.
2. Die balanskoopprys met rente daarop teen 18,85% (agtien komma agt vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

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

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

Saak 13772/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Kedumetse Ephraim Nthoka**, Eerste Verweerder, en **Keikantsemang Dorris Nthoka**, Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom deur die Balju vir die Landdroshof se kantore te Campionsstraat 25, Orkney, in eksekusie verkoop op 24 November 1995 om 09:00:

Erf 4655, geleë in die dorp Kanana-uitbreiding 3, Registrasieafdeling IP, Transvaal, groot 195 (eenhonderd vyf-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL65690/90, bestaande uit sitkamer, twee slaapkamers, badkamer met toilet en kombuis.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionsstraat 25, Orkney, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprijs onmiddellik in kontant betaalbaar is.
2. Die balanskoopprys met rente daarop teen 21% (een-en-twintig persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 18de dag van Oktober 1995.

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

Saak 11386/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Tutu Dikimolo**, Eerste Verweerder, en **Nombulelo Cynthia Dikimolo**, Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom deur die Balju vir die Landdroshof se kantore te Campionsstraat 25, Orkney, in eksekusie verkoop op 24 November 1995 om 09:00:

Erf 5228, geleë in die dorp Kanana-uitbreiding 3, Registrasieafdeling IP, Transvaal, groot 258 (tweehonderd agt-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL690/90, bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer met toilet en kombuis.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionstraat 25, Orkney, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is.
2. Die balanskoopprys met rente daarop teen 20% (twintig persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 18de dag van Oktober 1995.

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

Saak 13774/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Seabata Conrad Modise**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore, te Campionstraat 25, Orkney, in eksekusie verkoop op 24 November 1995 om 09:00:

Erf 4683, geleë in die dorp Kanana-uitbreiding 3 (Registrasieafdeling IP, Transvaal), groot 226 (tweehonderd ses-en-twintig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL35397/90 bestaande uit sitkamer, twee slaapkamers, badkamer met toilet en kombuis.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionstraat 25, Orkney, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is;
2. die balans koopprys met rente daarop teen 21% (een-en-twintig persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg;
3. die balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 18de dag van Oktober 1995.

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

Saak 13771/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Willem Mathokonyane Dlamini**, Eerste Verweerder, en **Kedidimetse Maria Dlamini**, Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore, te Campionstraat 25, Orkney, in eksekusie verkoop op 24 November 1995 om 09:00:

Erf 4908, geleë in die dorp Kanana-uitbreiding 3 (Registrasieafdeling IP, Transvaal), groot 300 (driehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL69484/90 bestaande uit sitkamer, twee slaapkamers, badkamer met toilet en kombuis.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionstraat 25, Orkney, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is;
2. die balans koopprys met rente daarop teen 20,25% (twintig komma twee vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg;
3. die balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 18de dag van Oktober 1995.

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

Case 9658/93
PH 376

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Du Plessis, Benjamin Joseph**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Thursday, 30 November 1995 at 10:00, at De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 60, Three Rivers East Township, Registration Division IR, Transvaal, measuring 1 995 square metres, held by Deed of Transfer T40997/1993, situated in Egret Avenue.

No warranty or undertaking is given in relation to the nature of the property, which is described as a vacant stand.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be "voetstoots".
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's offices, Overvaal.
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 percent) 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 balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five percent) 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.

Dated at Sandton on this the 4th day of October 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. H. Anderson.)

Case 32116/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Forest Heights (Pty) Ltd**, Defendant

In pursuance of a judgment in the Supreme Court of Johannesburg, District Johannesburg and writ of execution the property listed hereunder which was attached on 2 June 1994, will be sold in execution on Thursday, 30 November 1995 at 10:00, at the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

(1) A unit consisting of:

(a) Section 1 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 87 (eighty-seven) square metres in extent; and

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

Held under Certificate of Registered Title ST 48/1987 (1) Unit.

(2) A unit consisting of:

(a) Section 2 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 87 (eighty-seven) square metres in extent; and

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

Held under Certificate of Registered Title ST 48/1987 (2) Unit.

(3) A unit consisting of:

(a) Section 3 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 75 (seventy-five) square metres in extent; and

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

Held under Certificate of Registered Title ST 48/1987 (3) Unit.

(4) A unit consisting of:

(a) Section 4 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 78 (seventy-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 Title ST 48/1987 (4) Unit.

(5) A unit consisting of:

(a) Section 5 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 78 (seventy-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 Title ST 48/1987 (5) Unit.

(6) A unit consisting of:

(a) Section 6 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 75 (seventy-five) square metres in extent; and

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

Held under Certificate of Registered Title ST 48/1987 (6) Unit.

(7) A unit consisting of:

(a) Section 7 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 56 (fifty-six) 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 Title ST 48/1987 (7) Unit.

(8) A unit consisting of:

(a) Section 8 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 43 (forty-three) 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 Title ST 48/1987 (8) Unit.

(9) A unit consisting of:

(a) Section 9 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 87 (eighty-seven) square metres in extent; and

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

Held under Certificate of Registered Title ST 48/1987 (9) Unit.

(10) A unit consisting of:

(a) Section 10 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 78 (seventy-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 Title ST 48/1987 (10) Unit.

(11) A unit consisting of:

(a) Section 11 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 78 (seventy-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 Title ST 48/1987 (11) Unit.

(12) A unit consisting of:

(a) Section 12 as shown and more fully described on Sectional Plan SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 75 (seventy-five) square metres in extent; and

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

Held under Certificate of Registered Title ST 48/1987 (12) Unit.

Situated at corner of Koll and South Streets, Forest Heights, Forest Hill, Johannesburg.

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

Double storey block of flats, attached.

12 units.

Number of storey: 2.

Floors: Fitted carpets and tiles.

Walls: Plaster.

Roof: Tile.

3 units: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and balconies.

7 units: Lounge, dining-room, kitchen, two bedrooms, bathroom, toilet and balconies.

1 unit: Lounge, dining-room, kitchen, bedroom, bathroom, toilet and balconies.

1 unit: Bachelor, bedsitter, kitchen, bathroom, toilet and balconies.

Outbuildings: Five carports, two servants', toilet and gasmeterroom.

Boundary: Brick walls.

Other improvements: Walling, paving, five carports and screenwalling.

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

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4, 336-3921/2/3.) (Docex. DX. 571.) (Ref. Mr Steyn/0842.)

Saak 143/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE HENDRINA

In die saak tussen **Die Standard Bank van Suid-Afrika**, Eksekusieskuldeiser, en **Edward Jeffrey Koorbonally**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Hendrina, en 'n lasbrief vir eksekusie gedateer 12 September 1995 sal die vaste eiendom hieronder genoem in eksekusie verkoop word op Vrydag 1 Desember 1995 om 10:00, voor die Landdroskantoor te President Krugerstraat, Middelburg:

Erf 294, in die dorp Eastdene, Registrasieafdeling JS, Transvaal, groot 865 (agthonderd vyf-en-sestig) vierkante meter, gehou kragtens Akte van Transport T62479/88 gedateer 15 September 1988.

Die eiendom synde 'n enkelverdieping drieslaapkamer woonhuis met buitegeboue (ten opsigte waarvan egter geen waarborg gegee word nie) word voetstoots verkoop aan die hoogste bieder wie alle agterstallige heffings, belastinge, Balju fooie en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Middelburg, en ondergereken se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van verkoping en die balans by wyse van 'n goedgekeurde bank en/of bouvereniging waarborg binne 30 (dertig) dae na verkoping.

Geteken te Hendrina op hierdie 25ste dag van Oktober 1995.

S. C. Serfontein, vir Birman & Serfontein, Prokureur vir Eiser, Moutonstraat 35, Posbus 194, Hendrina, 1095.

Saak 1484/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **L. M. Norman**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 26 September 1995 sal die ondervermelde eiendom op 30 November 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word.

Besonderhede van die eiendom, gelee binne die distrik Vereeniging, is soos volg:

Sekere Gedeelte 11, Erf 164, Riversdal, Kliprivierstraat 26, Registrasieafdeling IR, provinsie Gauteng, groot 6 321 (ses drie twee een) 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 Landdroshofe 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 bouvereniging waarborg.

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

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

Aldus gedoen en geteken te Meyerton op hede die 10de dag van Oktober 1995.

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

Saak 5302/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Nr. 87/01384/06, Eiser, en **Dayananda Chetty**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde agbare Hof op die 15de dag van September 1995, die onderstaande eiendom te wete:

Erf 159, Bakerton-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, die provinsie Gauteng, in eksekusie verkoop sal word op 24 November 1995 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder teëldak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof ter insae vir belangstellendes.

Gedateer te Springs op hede die 11de dag van Oktober 1995.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Spring, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SSB/C 822.)

Saak 12203/94

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

In die saak tussen **NBS Bank Beperk**, Eksekusieskuldeiser, en **Molefe Isaac Ratlhogo**, Eerste Eksekusieskuldenaar, en **Nomsa Queen Ratlhogo**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 6 Februarie 1995, die hiernagenoemde eiendom op Donderdag, 30 November 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf 87, Tembisa-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 432 (vierhonderd twee-en-dertig) vierkante meter, ook bekend as Hospitalview 87, Tembisa, Kempton Park, gehou onder Titelakte TL45975/85.

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

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, twee motorhuise en kombuis.

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

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

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RG/LN1618.)

Case 10627/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank**, Plaintiff, and **Annette Hope van der Merwe**, 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 29 November 1995 at 09:30, at the Magistrate's Office, c/o Voortrekker and De Clerq Streets, Lydenburg:

Erf 765, in the Township of Lydenburg Extension 1, Registration Division JT, Transvaal, measuring 1 731 (one thousand seven hundred and thirty-one) square metres, held by virtue of Deed of Transfer T36803/94, situated at 10 Steyn Street, Lydenburg Extension 1.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house with tiled roof, consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms and toilet. One garage, two carports and servant's quarters with toilet.

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L442621/dw.)

Saak 1082/95

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Die Stadsraad Fochville**, Eiser, en **Dr. C. Runciman**, Verweerder

In terme van 'n vonnis van genoemde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieder, sonder 'n reserweprys gehou word deur die Balju van Fochville voor die Landdroshof, Losberglaan, Fochville, op Vrydag, 1 Desember 1995 om 10:00:

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se prokureurs, Oosthuizen & Roeland, van Presidentstraat 51, Fochville.

Die eiendom wat verkoop word is beskryf as Gedeelte 33 van Erf 1044, Fochville (alleenlik leë erf) geleë te Danie Theronstraat 14, Fochville, Registrasieafdeling IQ, Transvaal, groot 1 264 (eenduisend tweehonderd vier-en-sestig) vierkante meter.

10% (tien persent) van die koopprys en die afslaer se koste in kontant is betaalbaar op die dag van die verkoping, die saldo teen registrasie van die transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bogenootskapwaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

Geteken te Fochville op 24 Oktober 1995.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Prokureur vir Eiser, Presidentstraat 51, Fochville, 2515. [Tel. (01492) 2061.]

Saak 872/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

In die saak tussen **J. Labuschagne**, Eiser, en **J. Lensley**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Lydenburg, gedateer 12 Junie 1995 en lasbrief vir eksekusie, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantoor, Voortrekkerstraat, Lydenburg, op Woensdag, 29 November 1995 om 10:30, naamlik:

Erf 1101, geleë in die dorp Lydenburg-uitbreiding 1, Registrasieafdeling JT, Oos-Transvaal, groot 1 366 vierkante meter, gehou kragtens Akte van Transport T65353/91, onderworpe aan die voorwaardes in die Akte vermeld.

Verbeterings: Woonhuis, genoemde verbeterings word nie gewaarborg nie.

Voorwaardes van verkoping:

Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van die verkoping gelewer moet word. Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepalinge van artikel 66 van die Landdroshofwet. Die verkoping geskied volgens die verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju, Voortrekkerstraat 26, Lydenburg, en te die kantoor van die Eiser se prokureur.

Geteken te Lydenburg hierdie 23ste dag van Oktober 1995.

D. van Wyk, vir Kuit, Van Wyk & De Villiers, Kantoorstraat 57, Posbus 21 en 25, Lydenburg. [Tel. (01323) 2101/2/3.] (Verw. mnr. Van Wyk/vdev/LL1820.)

Saak 142/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Midrand**, Eiser, en **Molefe Joseph Makgale**, Eerste Verweerder, en **Elizabeth Makgale**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Hof gedateer 26 Junie 1995, sal die ondervermelde eiendom op 13 Desember 1995 om 10:00, deur die Balju, Pretoria-Suid, by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Erf 251, Country View-uitbreiding 3, Registrasieafdeling JR, Transvaal, groot 976 vierkante meter, gehou kragtens Akte van Transport T80089/1993, bekend as Azalealaan 251, Country View-uitbreiding 3.

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

Sonering: Residensiële.

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

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

(b) Die koper moet afslaaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 met 'n minimum van R200 plus B.T.W.

Geteken te Pretoria hierdie 20ste dag van Oktober 1995.

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

Saak 346/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

In die saak tussen **ABSA Bank Bpk**, Eiser, en **G. L. S. Nel**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Kriel, en 'n lasbrief vir eksekusie gedateer 8 Augustus 1995, word die ondergemelde vaste eiendom in eksekusie verkoop te die Landdroskantoor Kriel, op 29 November 1995 om 11:00, aan die hoogste bieder:

Erf 3061, Kriel, welke eiendom geleë is te Pelikaanstraat 5, Kriel.

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

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Kriel, besigtig word.

Geteken te Kriel op die 18de dag van Oktober 1995.

C. J. van der Merwe, vir Louw Van der Merwe, Prokureur vir Eiser. (Verw. CJVDM/LS/K1117.)

Saak 4806/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Bpk.**, Eiser, en **Jacobus Gerahrdus Daniel Roos**, Eerste Verweerder, en **Renee Wolmarans**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 12 April 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 1 Desember 1995 om 11:00:

Erf 269, geleë in die dorpsgebied Annlin, Registrasieafdeling JR, Transvaal, grootte 1 737 vierkante meter, gehou kragtens Akte van Transport T103269/92. Die eiendom is ook beter bekend as Albrechtstraat 17, Annlin.

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: 'n Woonhuis onder 'n staan sinkdak, bestaande uit sierstene en gepleisterde mure met ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer, toilet, asook 'n woonstel bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet en buitegeboue bestaande uit twee motorhuise, twee bediendekamers, twee toilette en 'n lapa. Die eiendom is ten volle omhein.

Zonering: Residensieel.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 30ste dag van Oktober 1995.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. F9481/B1/VD Burg/LVDW.)

Saak 19706/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Carroll, Robert Patrick**, Eerste Verweerder, en **Carroll, Carol Elaine**, 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 Progressweg 182, Technicon, Roodepoort, op 1 Desember 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 di Balju voor die verkoping ter insae sal lê:

Sekere Erf 2982, Weltevreden Park-uitbreiding 26-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Kastaiingstraat 206, Weltevreden Park-uitbreiding 26, grootte 1 356 m² (een drie vyf ses) vierkante meter.

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

Hoofgebou: Gedeeltelik dubbelverdiepingwoonhuis met ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, drie slaapkamers, twee badkamers/toilette en stort/toilet.

Buitegeboue: Dubbelmotorhuis, bediendekamer, stoorkamer, waskamer, stort/toilet en swembad.

Konstruktuer: Baksteen met teël.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (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 23ste dag van Oktober 1995.

Rossouws, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5427E.)

Case 13375/95

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

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Markus Johannes du Preez**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 8 Park Street, Kempton Park, on Thursday, 30 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 may be inspected at the offices of the Sheriff, prior to the sale:

Erf 696, in the Township Clayville Extension 7, Registration Division JR, Transvaal, also known as 21 Gemsbok Street, Clayville Extension 7, measuring 2 174 (two thousand one hundred and seventy-four) square metres, held by virtue of Deed of Transfer T82289/1988, subject to the conditions therein contained and more especially 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, family room, kitchen, laundry, three bedrooms, two bathrooms/w.c., shower, dress room, two garages, carport, lapa and servant's room with w.c.

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

Dated at Pretoria this 24th day of October 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S801/95.)

Case 16049/95

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

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Brian Douglas Davies**, First Defendant, and **Heila Johanna Magdalena Davies**, 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 in front of the Magistrate's Office, President Kruger Street, Middelburg, on Friday, 24 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale which conditions may be inspected at the offices of the Sheriff, prior to the sale:

(a) Section 11, as shown and more fully described on Sectional Plan SS698/93, in the scheme known as New Time Village, in respect of the land and building or buildings situated at Erf 5884, Middelburg Township, (also known as 19 New Time Village, 3 Lang Street, Middelburg), in the area of the Local Authority City Council of Middelburg, of which section the floor area, according to the said sectional plan is 95 (ninety-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST3874/95.

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

Simplex consisting of lounge, dining-room, two bedrooms, bathroom, w.c, kitchen and garage.

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

Dated at Pretoria this 23rd day of October 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1007/95.)

Saak 848/95

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

In die saak tussen **NBS Bank Beperk**, Eksekusieskuldeiser, en **Lesetja Bright Madiba**, Eerste Eksekusieskuldenaar, en **Aveline Nanna Madiba**, Tweede Eksekusieskuldenaar

Ingevolge 'n uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 6 Februarie 1995, die hiernagenoemde eiendom op Donderdag, 30 November 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 559, Tembisa-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 309 (drie nul nege) vierkante meter, ook bekend as 559 Hospitalview, Tembisa, Kempton Park, gehou onder Titelakte TL25862/87.

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

Verbeterings: Toilet, badkamer, eetkamer, drie slaapkamers en kombuis, alles onder 'n sinkdak.

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

Gedateer te Kempton Park hierdie 25ste dag van Oktober 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RG/LN1765.)

Case 10952/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Allied Bank**, Plaintiff, and **John Bulane**, First Defendant, and **Nomakhosi Elizabeth Bulane**, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the Defendant's right, title and interest in and to the following property shall be sold in execution by the Sheriff on Friday, 1 December 1995 at 09:00, at the Magistrate's Court, 69 Church Street, Nigel, without reserve to the highest bidder:

Certain: Erf 8288, Duduza Township, Registration Division IR, Transvaal, also known as 8288 Duduza Bufferzone, Nigel, measuring 258 square metres, held by Certificate of Registered Grant of Leasehold TL72560/1991.

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, dining-room, lounge, three bedrooms, bathroom with toilet, wall to wall carpeting, garage and enclosed with fencing.

Conditions of sale:

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

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

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, 29 Third Avenue, Nigel.

Dated at Springs on this the 19th 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/B25791.)

Saak 6766/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Van Zyl, Jennifer Sharon**, 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, Vierde Verdieping, Standard Chambers, Presidentstraat, Germiston, op Donderdag, 30 November 1995 om 10:00, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Germiston-Noord, voor die verkoping ter insae sal lê.

Sekere: Erf 472, Hurlyvale-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Jennifer Sharon van Zyl, onder Akte van Transport T45569/94, bekend as Ryneveldstraat 21, Hurlyvale-uitbreiding 1, groot 991 vierkante meter.

Sonering: Residensieël.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure, bestaande uit sitkamer, eetkamer, aantrekkamer, kombuis, vier slaapkamers, twee badkamers, stort en toilet.

Buitegeboue: Motorhuis, twee motorafdakke, kantoor en twee toilette.

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

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

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

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

Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, Posbus 6, Alberton. P.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3024/EU/PP.)

Saak 34245/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Lodewyk Holtzhauzen**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 12 April 1994, sal die hierondervermelde eiendom geregtelike verkoop word op 1 Desember 1995 om 10:00, te Landdroskantoor, Jan van Riebeeckstraat, Ermelo, aan wie die hoogste aanbod maak:

Erf 7, Lake Chrissie, Registrasieafdeling IT, Transvaal, groot 6 270 (sesduisend tweehonderd-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T38274/92, ook bekend as Albrechtstraat 7, Lake Chrissie.

Volgens inligting wat Eiser kon bekom is die sonering van die eiendom onbepaald in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju te Ermelo. Die gesegde verkoopvoorwaardes bevat onder andere die volgende voorwaardes:

1. Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na die datum van die verkoping verstrek word.

2. Die koper moet die afslaaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

Geteken te Pretoria op hierdie 18de dag van Oktober 1995.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Tullekenstraat 27, Berea, Pretoria. (Verw. mnr. Van der Merwe/AVDM.)

Case 16761/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Elsa Maria Potgieter**, First Defendant, and **Antonie Potgieter**, 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 in front of the Magistrate's Office, President Kruger Street, Middelburg, on Friday, 24 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:

Portion 1 of Erf 295, Middelburg Township, Registration Division JS, Transvaal, also known as 30A Mark Street, Middelburg, Transvaal, measuring 1 115 (one thousand one hundred and fifteen) square metres, held under Deed of Transport T4039/87, subject to the conditions therein contained.

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

Dwelling consisting of lounge, dining-room, kitchen, laundry, three bedrooms, 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 24th day of October 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1047/95.)

Case 8479/94

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Christo Herman Botha**, First Defendant, and **Zacharia Catharina Botha**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 August 1994, 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 Portion 121, of Erf 192, Klippoortjie Agricultural Lots Township, Registration Division IR, the Province of Gauteng, situated on 31 Fairyglens Street, Klippoortjie, in the Township of Klippoortjie, District of Boksburg, measuring 800 (eight hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of face brick, tiled roof comprising lounge, dining-room, kitchen, TV-room, entrance hall, three bedrooms, two bathrooms, shower, two w.c.'s and two garages.

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 19th day of October 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00205/Mrs Kok.)

Case 28114/94
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 **Khantsi, Itireleng Ezekiel**, First Execution Debtor, and **Khantsi, Maleshoane Alice**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 1 December 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 254, situated in the Township of Bedworth Park, Registration Division IQ, Transvaal, being 47 Cassandra Avenue, Bedworth Park, Vereeniging, measuring 1 995 (one thousand nine hundred and ninety-five) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached single store 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, servant's room and toilet.

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

B. W. Webber, 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/K233.)

Saak 7252/95

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Theodorus Cornelius Kritzinger**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 10 Mei 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 30 November 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 899, Birchleigh-dorpsgebied, Registrasieafdeling IR, Transvaal, met straatadres bekend as Kamferhoutstraat 18, Birchleigh, groot 992 (negehoenderd twee-en-negentig) vierkante meter.

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

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0437).]

Saak 12673/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Haarhoff Granite BK**, Eerste Verweerder, en **Jacobus Rudolph Haarhoff**, Tweede Verweerder, en **Francois Petrus Haarhoff**, Derde Verweerder, en **Exogran BK**, Vierde Verweerder

'n Verkoping in eksekusie word gehou te Balju, Belfast voor die Landdroskantoor, Van Riebeeckstraat, Belfast op 1 Desember 1995 om 10:00, van die volgende vaste eiendomme:

1. Erf 1330, geleë in die dorp Belfast, Registrasieafdeling JT, Oos-Transvaal, groot 4,1400 hektaar, gehou kragtens Akte van Transport T78412/90, beter bekend as Bultstraat 64, Belfast.

Reserweprys R6 349,76, onderhewig aan die voorwaarde dat daar geen defek in titel is wat registrasie van transport in die koper se naam belet nie. Besonderhede word die gewaarborg nie. Woonhuis met vier slaapkamers, twee badkamers, aantrek-kamer, groot balkon, trappe, kroeg, toesluitmotorhuis, gimnasium, sauna, stort, jacuzzi, TV-kamer, kombuis, groot opwaskamer, snoekerkamer, eetkamer, twee toilette, sitkamer, twee walk-in cupboards, groot onderdak terras, ingeboude kaste en dubbelsteenmure.

2. Resterende Gedeelte van Erf 1329, geleë in die dorp Belfast, Registrasieafdeling JT, Oos-Transvaal, groot 2,8551 hektaar, gehou kragtens Akte van Transport T78412/90, beter bekend as Bultstraat 66, Belfast.

Reserweprys is R3 002,84, onderhewig aan die voorwaardes dat daar geen defek in titel is wat registrasie van transport in die koper se naam belet nie.

Die eiendom is onverbeterd. Besonderhede word nie gewaarborg nie.

Besigtig verkoopvoorwaardes by Balju, Vermootenstraat, Belfast.

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

Case 436/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **William Francis Broderick**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at in front of the Magistrate's Court, Bester Street, Nelspruit, on Friday, 1 December 1995 at 10:00:

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

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

Property: Portion 23 of Erf 1465, Sonheuwel Extension 1 Township, Registration Division JT, Transvaal, known as 103 Halssnoer Crescent, Sonheuwel Extension 1.

Improvements: Lounge, dining-room, family room, study, four bedrooms, three bathrooms, kitchen, pantry, laundry and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2214.)

Case 16671/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marthinus Stephanus Jordaan**, First Defendant, and **Elsie Jacoba Jordaan**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 24 November 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Middelburg, at Auxilium Building, 4A Eksteen Street, Middelburg, and will be read out prior to the sale.

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

Property: Erf 2104, Aerorand Township, Registration Division JS, Transvaal, known as 64 Chapmanspeak Road, Aerorand, Middelburg.

Improvements: Single storey, entrance hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen, laundry and single garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2656.)

Case 883/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mrs S. M. du Toit**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 11 October 1991, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 December 1995 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property: Erf 193, Geduld, Springs, Registration Division IR, in the Province of Gauteng, measuring 495 square metres.

Postal address: 109 Fifth Avenue, Geduld, Springs.

Description (but nothing is guaranteed in respect hereof): Brick building with tiled roof, kitchen, lounge, three bedrooms, bathroom, toilet, servant's room, outside toilet and braai area.

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

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

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

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

Dated at Springs on this the 20th day of October 1995.

J. H. van Heerden, for J. H. van Heerden & Cohen Attorneys, 88 Eighth Street, Springs. (Tel. 815-6324/5.) (Ref. Mr Van Heerden/kj/N91013.)

Case 300/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mr A. S. de Bruin and Mrs D. de Bruin**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 22 February 1993 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 December 1995 at 09:00, at the premises of the Magistrate's Court, Church Street, Nigel, to the highest bidder:

Property: Erf 953, Alrapark, Nigel, Registration Division IR, the Province of Gauteng, measuring 714 square metres.

Postal address: 9 Pruim Avenue, Alrapark, Nigel.

Description (but nothing is guaranteed in respect hereof): Brick building with tiled roof, kitchen, lounge, three bedrooms, bathroom/toilet TV-room and carport.

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

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

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

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

Dated at Springs on this the 20th day of November 1995.

J. H. van Heerden, for J. H. van Heerden & Cohen Attorneys, 88 Eighth Street, Springs. (Tel. 815-6324/5.) (Ref. Mr Van Heerden/kj/N93001.)

Saak 5307/95**IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM**

In die saak tussen **ABSA Bank Beperk**, Eiser, en **P. H. du Plessis**, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof van Potchefstroom en 'n lasbrief vir eksekusie gedateer 18 Oktober 1995, sal die volgende eiendom per geregtelike veiling verkoop word by die eiendom geleë te Plot 43, Wilgeboom, Potchefstroom, aan die hoogste bieder op 24 November 1995 om 10:00:

Hoewe 43, Wilgeboom-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,5696 hektaar.

Grootte van hoofgebou: 412 vierkante meter.

Grootte van buitegeboue: Garage: 22 vierkante meter.

Woonstalle: 160 vierkante meter.

Die hoofgebou bestaan uit netjiese dubbelverdieping huis met ingangsportaal, sitkamer, eetkamer, familiekamer, vier slaapkamers, sonkamer, kombuis, twee badkamers en toilette, spens en opwaskamer, braai-area en lapa asook 'n swembad. Daar is ook 'n boorgat op die eiendom.

Die buitegeboue bestaan uit motorhuis asook twee woonstelle met slaapkamer, badkamer, sitkamer en kombuis elk. Daar is ook 'n bediendekamer met badkamer en opwaskamer.

Die belangrikste voorwaarde vir verkoop is:

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

2. Die koper moet 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof van Potchefstroom. Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in naam van die koper, welke gemelde waarborg gelewer moet word binne dertig (30) dae vanaf datum van die verkoping en moet gelewer word aan die Balju van die Landdroshof, Potchefstroom.

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

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju van die Landdroshof te Wolmaransstraat 86, Potchefstroom, asook by die Landdroskantore te Van Riebeeckstraat, Potchefstroom.

J. J. Teessen, vir Jordaen & Smit, Octrongebou, Lombardstraat 62, Potchefstroom, 2520. (Verw. mnr. Teessen/LS/23457.)

Saak 2511/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Anton Rood Real Estate & Man Cons CC**, Eiser, en **Mr T. Spansajevic**, Verweerder

Ter uitvoering van 'n lasbrief vir eksekusie van bogemelde Hof gedateer 28 Julie 1995, sal die ondervermelde eiendom op 1 Desember 1995 om 10:00, deur die Balju Vanderbijlpark, by die Landdroshof, Generaal Hertzogstraat, Vanderbijlpark, aan die hoogste bieder geregtelik verkoop word:

Section 1, as shown and more fully described on Sectional Plan SS264/1991, in the scheme known as Bella Domus, in respect of the land and building or buildings situated at Erf 7, in the Township Vanderbijlpark, Town Council Vanderbijlpark, and an undivided share in the common property in the land or 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 69 m², held by the Defendant under Certificate of Registered Sectional Title ST23451/1993, situated at 1 Bella Domus, Kelvin Boulevard, Vanderbijlpark.

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

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

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

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

H. C. W. Scheepers, vir Olckers Van Vuuren & Scheepers, Suite C, Rietbokgebou, Genl. Hertzogstraat, Posbus 202, Vanderbijlpark, 1900.

Case 14462/95
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Swanepoel, Maria Jacomina Elizabeth**, 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, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, at 10:00 on Wednesday, 29 November 1995, 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: Unit consisting of Section 33 and its undivided share in the common property in the Mindalore Villas Sectional Title Scheme, area 68 (sixty-eight) square metres, situated at Unit 33, Mindalore Villas, Main Reef Road, Mindalore.

Improvements: (not guaranteed): A flat consisting of two bedrooms, bathroom, kitchen with lounge.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R200.

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

F. R. J. Jansen, for Janse - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures/Z624.)

Case 22218/95
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bergsteedt, Pauline Antoinette**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at 10:00 on Thursday, 30 November 1995, 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 384, Coronationville Township, Registration Division IQ, the Province of Gauteng, area, 346 (three hundred and forty-six) square metres, situated at 3 Malmesbury Street, Coronationville.

Improvements: (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge/dining-room, family room, garage with brick and precast walls around property.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

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

F. R. J. Jansen, for Janse - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures/Z769.)

Case 13547/95
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Heerden, Karl**, 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, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drive, Randburg, at 10:00 on Tuesday, 28 November 1995, 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: Unit consisting of Section 6 and its undivided share in the common property in the Karon Lodge Sectional Title Scheme, area 109 (one hundred and nine) square metres, situated at Unit 6, Karon Lodge, Premiers Avenue, Windsor West.

Improvements: (not guaranteed): A flat consisting of two bedrooms, bathroom, kitchen lounge/dining-room with garage.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 23rd 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/Z606.)

Case 4769/95
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shuping, Rosina Dorothea**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, at 10:00 on Friday, 1 December 1995, 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 240, Fleurhof Township, Registration Division IQ, Transvaal, area, 993 (nine hundred and ninety-three) square metres, situated at 116 Winze Drive, Fleurhof.

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

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 23rd 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/Z414.)

Case 19332/95
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Flores, Basil John**, First Defendant,
and **Flores, Leslie Sharon Terrasa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at 10:00 on Thursday, 30 November 1995, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 1195, Winchester Hills Township, Registration Division IR, Province of Gauteng, area, 1 091 (one thousand and ninety-one) square metres, situated at 54 Leadwood Street, Winchester Hills.

Improvements: (not guaranteed): A house under tiled roof consisting of three bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, study and swimming-pool.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on this the 23rd 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/Z699.)

Saak 21795/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bepark**, Eiser, en **Sewsanker, Revapersad**, 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 Springs, te 12de Straat 56, Springs, op 24 November 1995 om 11:00, 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, voor die verkoping ter insae sal lê:

Erf 808, Bakerton-uitbreiding 4-dorpsgebied, groot 630 vierkante meter, geleë te Sweetpeastraat 808, Bakerton-uitbreiding 4, Springs.

Bestaande uit: Leë erf.

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.

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

Smit & Marais, Eiser se Prokureurs, 11de Verdieping, Schreiner Chambers, Pritchardstraat 94, Posbus 1693, Johannesburg. (Tel. 333-7128/9.) (Verw. J. F. Smit/Is/656-93.)

Case 11851/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Federated Timbers (Pty) Limited**, trading as Federated Timbers Isando, Plaintiff, and **Mr P. J. Kruger**, trading as Krudo Construction, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the office of the Sheriff Kempton Park, 8 Park Street, Kempton Park, on 30 November 1995 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park and will also be read out by the Sheriff, prior to the sale in execution.

The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 1091, in the Township of Kempton Park Extension 3, measuring 1 301 square metres, Registration Division IR, and held under Deed of Transfer T81300/1992.

Improvements: Two lounges, two bathrooms, dining-room, three toilets, three bedrooms, kitchen and bar.

Known as: 34 Kweper Street, Kempton Park.

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

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 7178.)

Case 16206/95

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

In the matter between **The Standard Bank of South Africa Limited**, and **Derek Cyril Baldrey**, First Defendant, and
Valerie Elizabeth Baldrey, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Middelburg on 24 November 1995 at 10:00, in front of the Magistrate's Court, President Kruger Street, Middelburg, of the undermentioned property of the Defendants, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Portion 1 of Erf 366, in the Township of Middelburg, Registration Division JS, Transvaal, measuring 1 487 square metres, held by Deed of Transfer T44789/1994, known as 9A Noordkant Street, Middelburg. The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of entrance hall, lounge, study, kitchen, three bedrooms, bathroom/w.c. and w.c. Outbuildings consists of garage, servant's room and w.c.

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

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Middelburg, Auxilium Building, 4A Eksteen Street, Middelburg, Transvaal.

Dated at Pretoria this 17th day of October 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams Forum, 748 Church Street, Arcadia, Pretoria.
(Ref: Mrs Kartoudes/eab/60644.)

Case 13104/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mohlakoane, Tladi Humphrey**, First Defendant, and
Mohlakoane, Daisy Matsie, 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 3 July 1995, will be sold in execution on Thursday, 30 November 1995 at 10:00, by the Sheriff of Supreme Court at the offices of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 5556, Ennerdale Extension 8 Township, Registration IQ, Transvaal, in extent 338 (three hundred and thirty-eight) square metres, situated at 5556 Zirconium Street, Ennerdale Extension 8, Vereeniging.

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

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Overvaal Building, 28 Kruger Avenue, Vereeniging, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4; 336-3921/2/3.) (Ref. Mr Steyn/1421.) (Docex: DX.571.)

Saak 11699/95

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

In die saak tussen, **Saambou Bank Beperk**, Eiser, en **Petronella Cornelia Noortman**, Eerste Verweerderes, en
Cornelius Johannes Wepener Swanepoel, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 20 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Roodepoort, op 1 Desember 1995, om 10:00, te Verkoopslokaal, Progressweg 182, Technikon, distrik Roodepoort, verkoop:

Sekere Erf 1306, Helderkrui-uitbreiding 7-dorpsgebied, Registrasieafdeling IQ, Gauteng, beter bekend as Wemmershoek-weg 1, Helderkrui-uitbreiding 7, groot 1 157 (eenduisend eenhonderd sewe-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers, bediende kamer en 'n dubbel motorhuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se foie, 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 Progressweg 182, Technikon, Roodepoort.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0507).]

Saak 19517/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Moonsammy, Parkarie**, First Defendant, and **Moonsamy, Vijialuxmi**, Second Defendant

Pursuant to a judgment granted by the above Honourable Court, dated 29 September 1995, and a writ of attachment: Immovable property dated 10 October 1995, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court on 24 November 1995 at 11:00, at 56 Twelfth Street, Springs, to the highest bidder:

Certain: Erf 297, Bakerton Extension 4 Township, Registration Division IR, Transvaal, in extent 768 (seven hundred and sixty-eight) square metres, held by Deed of Transfer T36446/1987, known as 3 Cycad Close, Bakerton Extension 4, Springs.

Improvements: Brick dwelling under tiled roof, consisting of three bedrooms, two bathrooms, shower, two w.c.'s, lounge, dining-room, kitchen and entrance hall.

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 Supreme 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 Supreme Court, Springs.

Dated at Springs this 23rd 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 12086/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank Financial Nominees (Pty) Ltd**, Execution Creditor, and **G. D. B. W. Investments CC**, 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 Magistrate's Court, Kerk Street, Nigel, on 1 December 1995 at 09:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection in the Magistrate's Court, Kerk Street, Nigel, prior to the sale:

Certain: Erf 19, situated in the Township of Vorsterkroon, Registration Division IR, Transvaal, being First Avenue, Vorsterkroon, Nigel, measuring 1,6323 (one comma six three two three) hectares.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: An office block, comprising of a reception area, two offices, a toilet, two steel built factories and a toilet.

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

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

Dated at Johannesburg this 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/fp/GM.)

Case 7978/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of S.A. Ltd**, Execution Creditor, and **Nkomo, Thamsanqa Sydney**, 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 1 December 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 1002, situated in the Township of Dawn Park, Registration Division IR, Transvaal, being 7 Nyda Street, Dawn Park, Boksburg, measuring 805 (eight hundred and five) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 24th 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/N338.)

Case 06187/95

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

In the matter between **United Bank**, Plaintiff, and **Jan Marthinus Jansen**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the following property shall be sold in execution by the Sheriff on Wednesday, 29 November 1995 at 12:00, at the premises situated at 103 Wenden Avenue, Brakpan, without reserve to the highest bidder:

Certain: Remaining Extent of Erf 1611, Brakpan Township, Registration Division IR, Transvaal, also known as 103 Wenden Avenue, Brakpan, measuring 495 square metres, held by Deed of Transfer No. T26962/1992.

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

Dwelling-house: Brick building with corrugated iron roof, lounge, kitchen, main bedroom, with dressing-room plus one other bedroom, bathroom and toilet, outside toilet, spacious shed with corrugated roofing, pre-cast walling and bricks.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten percent) 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 24th 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/B09895.)

Case 1121/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Willem Frederick Jacobus Kruger**, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 21 June 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 7 December 1995 at 10:00, at the property namely:

Certain: Erf 90, Goedeburg Extension 3 Township, situated at 38 Goud Street, in the Township of Goedeburg Extension 3, District of Benoni, measuring 1076 (one thousand and seventy-six) 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, bathroom with separate w.c., staffroom, two garages, separate w.c.

The conditions of sale:

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

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

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

Hommond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whitson/A00606.)

Saak 10384/95

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

In die saak tussen **NBS Bank Bepers**, Eksekusieskuldeiser, en **Wilhelm Cornelius Johannes Kleynhans**, Eerste Eksekusieskuldenaar, **Annette Kleynhans**, Tweede Eksekusieskuldenaar, en **Herman Kleynhans**, Derde Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 12 September 1995, die hiernagenoemde eiendom op Donderdag, 30 November 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

Erf 590, Edleen-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1009 vierkante meter, ook bekend as Reinertstraat 182, Edleen, Kempton Park, gehou onder Titelakte T12252/95.

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

Verbeterings: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, twee motorhuise, familie/TV-kamer, kombuis, studeerkamer, oprit, swembad, alles onder sink dak, omheim met betonmure.

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

Gedateer te Kempton Park hierdie 23ste dag van Oktober 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970/1216.) (Verw. mev. Cowley/RG/LN2029.)

Case 13380/93

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

In the matter between **Primrose Hill Primary School**, Plaintiff, and **Mr Meyer (Mr S. L. & Mrs. J. L. Meyer)**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston North, and writ of execution dated 28 July 1995, the property listed herein will be sold in execution on Thursday, 7 December 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Standard Towers, Fourth Floor, President Street, Germiston, to the highest bidder:

Erf 32, Gerdview Township, Registration Division IR, Transvaal, situated at 130 Windsor Road, Sunnyridge, measuring 654 square metres.

The judgment creditor described the improvements on the property as set out hereunder but no warranties are given in respect thereof:

Improvements: Lounge, dining-room, three bedrooms, kitchen, bathroom, toilet and garage.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff, Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court Germiston North.

Date: 25 October 1995.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref. Coll/WM.)

Saak 1651/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Beperk**, Eiser, en **Jeanette Vera Kruger**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 7 Junie 1993, sal die ondervermelde eiendom op 1 Desember 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju, te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 443, Florida Glen-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 546 (eenduisend vyfhonderd ses-en-veertig) vierkante meter, gehou kragtens Akte van Transport T43804/1990, beter bekend as Hendrik Potgieterstraat 69, Florida Glen-uitbreiding 1, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshof en die regulasies daarkragtens uitgevaardig, die volledige verkoopvoorwaardes en sal verkoop word aan die hoogste bieder.

2. *Die volgende verbetering is op die eiendom aangebring:* Enkelverdiepinghuis met sinkdak, sitkamer, gesinskamer, eetkamer, drie badkamers, vier slaapkamers, gang, kombuis, dubbelmotorhuis, baksteenmure, redelike tuin, staalvensters met precast ommuur.

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

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

Geteken te Roodepoort op hierdie 25ste dag van Oktober 1995.

Cilliers Prokureurs, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N129.)

Saak 14455/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOUD TE ROODEPOORT

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

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 17 Januarie 1994, sal die ondervermelde eiendom op 1 Desember 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju, te Progressweg 182, Technikon, Roodepoort, verkoop word:

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

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig, die volledige verkoopvoorwaardes en sal verkoop word aan die hoogste bieder.

2. *Die volgende verbeteringe is op die eiendom aangebring:* Enkelverdiepinghuis met teëldak, sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, pleistermure, goeie tuin, staalvensters met beton ommuur en swembad.

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

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

Geteken te Roodepoort op hierdie 25ste dag van Oktober 1995.

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

Case 1866/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Hendrina Elizabeth Baroutsos**, First Defendant, and
Demetrios Baroutsos, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 30 May 1994, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution on 7 December 1995 at 10:00, at the Sheriff's Office, Fourth Floor, Standard Bank Towers, President Street, Germiston, to the highest bidder:

Certain remaining extent of Erf 146, Eastleigh Township, Registration Division IR, in the Province of Gauteng, situated on 99 Main Road, Eastleigh Ridge, Edenvale, measuring 2 349 (two thousand three hundred and forty-nine) square metres.

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

Building built of brick, plaster and paint, corrugated iron roof, comprising a lounge, dining-room, TV-room, kitchen, entrance hall, four bedrooms, bathroom, shower, three w.c.'s and garage. *Outbuildings:* Two carports, servant's room, w.c. and bath.

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, Germiston North.

Dated at Boksburg on this the 25th day of October 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00102/Mrs Kok.)

Case 5960/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Ronel Charlene Ursula du Preez**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 28 August 1995, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution on 4 December 1995 at 10:00, at the office of the Sheriff, Third Floor, United Building, 177 President Street, Germiston, to the highest bidder:

Certain Erf 107, Elandshaven Township, Registration Division IR, in the Province of Gauteng, situated on 5 Visbaai Street, Elandshaven, in the Township of Elandshaven, District of Johannesburg, measuring 1 174 (one thousand one hundred and seventy four) square metres.

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

Building built of brick, plaster and paint under tiles residence comprising a entrance hall, open plan lounge/dining-room/kitchen, three bedrooms, two bathrooms, two w.c. and two carports.

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, Germiston South.

Dated at Boksburg on this the 25th day of October 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00323/Mrs Kok.); c/o Mark Yammin Hammond & Partners, Seventh Floor, Bedford Centre, Bedfordview.

Case 3949/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly known as Natal Building Society Limited, Plaintiff, and **Lukas Jacobus Pieter Etsebeth**, First Defendant, and **Franscisca Etsebeth**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 9 May 1995, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution on 8 December 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 166 of Erf 192, Klippoortje Agricultural Lots Township, Registration Division IR, the province of Gauteng, situated on 14 Soetdoring Street, Klippoortje, in the Township of Klippoortje, District of Germiston, measuring 800 (eight hundred) square metres.

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

Building built of face brick, tiled roof comprising entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms, two garages and swimming-pool.

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, Germiston.

Dated at Germiston on this the 25th day of October 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00299/Mrs Kok.)

Case 11047/92

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 December 1992 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 December 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 12872, Vosloorus Extension 23 Township, situated on 12872 Vosloorus Extension 23, in the township of Vosloorus Extension 23, District of Boksburg, measuring 352 (three hundred and fifty-two) square metres.

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

Residence comprising lounge, three bedrooms, bathroom, separate w.c. and kitchen.

Outbuildings: Bathroom/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 25th day of October 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00711/Mrs Kok.)

Case 8733/94

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 **Wilson James Duncan**, 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 5 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain: Section 5 as shown and more fully described on Sectional Plan SS172/85 in the building or buildings known as Parkside, situated at Fontainebleau Township Local Authority Randburg, of which the floor area, according to the said sectional plan is 149 (one hundred and forty-nine) square metres in extent and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, being 5 Parkside, 720 Republic Road, Fontainebleau, Randburg.

Measuring: 149 (one hundred and forty-nine) square metres.

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

A simplex flat with comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage. The common property comprising of three garages and two servants' rooms.

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 26th 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/W160.)

Saak 2231/95

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

In die saak tussen **ABSA Bank Beperk**, handeldrywend as United Bank, Eksekusieskuldeiser, en **Ketlamoeng Francina Masela**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park en 'n lasbrief vir eksekusie gedateer 23 Maart 1995, die hiernage-noemde eiendom op Donderdag, 30 November 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Alle reg, titel en belang in Lot 696, Tsenolong afdeling, Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 267 vierkante meter, ook bekend as STD 696, Tsenolong afdeling, Tembisa, Kempton Park, gehou onder Akte van Transport T67092/88.

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

Verbeterings: Toilet, twee slaapkamers, badkamer, kombuis, eetkamer, alles onder 'n teëldak.

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

Gedateer te Kempton Park hierdie 24ste dag van Oktober 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1804.)

Saak 6018/95

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Mxolisi Sheperd Hlangwana**, Eerste Eksekusieskuldenaar, **Nkosingiphile Hendrietta Hlangwana**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 12 Junie 1995, die hiernage-noemde eiendom op Dinsdag, 28 November 1995 om 11:00, by die eiendom self bekend as Keirlaan 13, Kempton Park Wes, verkoop word per publieke veiling, deur Libra Auctioneers, aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 491, Kempton Park Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 612 (seshonderd en twaalf) vierkante meter, ook bekend as Keirlaan 13, Kempton Park Wes, Kempton Park, gehou onder Akte van Transport T58786/94.

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

Verbeteringe: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, afdak, oprit, alles onder 'n teëldak en omhein met betonmure.

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

Gedateer te Kempton Park hierdie 25ste dag van Oktober 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/de/LU1899.)

Saak 13703/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Frederik van der Linde**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 30 November 1994, die hiernage-noemde eiendom op Donderdag, 30 November 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erfgedeelte 8, soos beskryf in Deeltitelplan SS435/91, in die skema bekend as Birch Villa, ten opsigte van die grond en gebou of geboue geleë te Erf 81, Birch Acres-dorpsgebied, Plaaslike Owerheid Kempton Park Stadsraad, Registrasieafdeling IR, Transvaal, groot 108 (eenhonderd-en-agt) vierkante meter, bekend as 8 Birch Villa, Adelaar Place, Birch Acres, Kempton

Park, gehou onder Titelakte ST435/91(8)(UNIT) asook 'n onderverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: *Verbeterings*: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, motorhuis, afdak, kombuis, oprit, alles onder 'n teëldak en omhein met baksteenmure.

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

Gedateer te Kempton Park hierdie 25ste dag van Oktober 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1672.)

Saak 12823/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Hein Visagie**, Eerste Eksekusieskuldenaar, en **Sonnette Hester Visagie**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 21 November 1994, die hiernage-noemde eiendom op Donderdag, 30 November 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf 783, Rhodesfield-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 849 (agthonderd nege-en-veertig) vierkante meter, ook bekend as Ruimtestraat 16, Rhodesfield-uitbreiding 1, Kempton Park, gehou onder Akte van Transport T53068/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: *Verbeterings*: Sitkamer, badkamer, eetkamer, toilet, twee slaapkamers, motorhuis, afdak, kombuis, oprit, swembad, alles onder 'n teëldak en omhein met baksteenmuur en drie betonmure.

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

Gedateer te Kempton Park hierdie 25ste dag van Oktober 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1627.)

Saak 13242/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Tessa Belinda Cordy**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 3 November 1994, die hiernage-noemde eiendom op Donderdag, 30 November 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 1012, Glen Marais-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Vygielaan 9, Glen Marais-uitbreiding gehou onder Akte van Transport T10844/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: *Verbeterings*: Sitkamer, twee badkamers, eetkamer, toilet, drie slaapkamers, twee motorhuise, kombuis, oprit, alles onder 'n teëldak en omhein met betonmure.

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

Gedateer te Kempton Park hierdie 24ste dag van Oktober 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1651.)

Case 00280/95

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

In the matter between **United Bank**, Plaintiff, and **Jan Cornelius Sussens**, First Defendant, and **Alice Elizabeth Sussens**, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the following property shall be sold in execution by the Sheriff on Wednesday, 29 November 1995 at 13:00, at the premises situated at 32 Hamilton Avenue, Brakpan, without reserve to the highest bidder:

Certain Erf 1983, Brakpan Township, Registration Division IR, Transvaal, also known as 32 Hamilton Avenue, Brakpan, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T27152/1994.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Dwelling house brick building with corrugated iron roof, kitchen, lounge, dining-room, three bedrooms, two bathrooms, outside toilet, granny flat consisting of bedroom, living-room, bathroom and kitchen, double carport and double garage 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 centum) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance against transfer to be secured by a bank guarantee to be approved by Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

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

Dated at Springs on this 24th 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/B01095.)

Case 00149/95

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

In the matter between **United Bank**, Plaintiff, and **Gideon Johannes Barnard**, First Defendant, and **Susan Barnard**, 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 09:00, at the premises situated at 6 Sports Road, Anzac Extension 1, Brakpan, without reserve to the highest bidder:

Certain: Erf 96, Anzac Extension 1 Township, Registration Division IR, Transvaal, also known as 6 Sports Road, Anzac Extension 1, Brakpan, measuring 564 square metres, held by Deed of Transfer T9510/1994.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Dwelling house: Brick building with plastered walls and corrugated iron roof, kitchen, lounge, three bedrooms, bathroom, toilet, housekeepers room, outside toilet, single 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 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 24th 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/B00595.)

Saak 20452/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Oliver, Michael David**, 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, Elna Randhof, hoek van Selkirk- en Blairgowriestraat, Randburg, op 28 November 1995 om 10:00 van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere: Erf 715, Sundowner-uitbreiding 11-dorpsgebied, Registrasieafdeling IQ, Transvaal, ook bekend as Taurusweg 715, Sundowner-uitbreiding 11, grootte 1 093 (een nul nege drie) vierkante meter.

Verbeteringe: (geen waarborg in verband hiermee word gegee nie): Bestaande uit die volgende: *Hoofgebou:* Ingangsportaal, sitkamer, eetkamer, studeerkamer, drie slaapkamers, badkamer/toilet, stort/toilet en kombuis. *Buitegebou:* Geen. *Konstruktuer:* Baksteen met teël.

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

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

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

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Johannesburg, Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8417E.)

Saak 20874/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Mopedi, Molahlehi William**, 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 Marshallstraat 131, Johannesburg, op 30 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: Eenheid 435, soos getoon en meer vollediger beskryf in Deelplan SS116/83 in die skema bekend as Highrise geleë te Berea en ook bekend as Highrise 1901, Primrose Terrace, Berea, grootte, 85 (vyf-en-tagtig) viekante meter.

Verbeteringe: (geen waarborg in verband hiermee word gegee nie): Bestaande uit die volgende: *Hoofgebou:* Sitkamer, eetkamer, twee slaapkamers, badkamer/toilet en kombuis. *Buitegebou:* Algemene woonstelgebou. *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.

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

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

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Johannesburg, Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8421E.)

**Case 21674/95
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rossouw, Anna Jacoba Elizabeth**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 30 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 Portion 1 of 587 Westdene Township, Registration Division IR, the Province of Gauteng, area 525 (five hundred and twenty-five) square metres, situation 14 Tenby Street, Westdene.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge and dining-room with family room.

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

Dated at Johannesburg on the 24th 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 Z757.)

Case 21676/95
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fluxman, Colin Brian**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 30 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 41, Montgomery Park Township, Registration Division IQ, the Province of Gauteng, area 744 (seven hundred and forty-four) square metres, situation 48 Rocco de Villiers Street, Montgomery Park.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, servant's quarters and carport with swimming-pool.

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

Dated at Johannesburg on the 24th 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 Z751.)

Case 395/95

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

In the matter between **United Bank** (a division of ABSA Bank Ltd), Plaintiff/Execution Creditor, and **Catherina Hendrina Liebenberg**, Defendant/Execution Debtor

In pursuance of a judgment in the Court in the Magistrate of Groblersdal dated 10 August 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 29 November 1995 at 10:00, at the offices of the Magistrate's Court, Tauts Avenue, Groblersdal:

Certain Erf 265, Groblersdal Extension 2 Township, Registration Division JS, Transvaal, measuring 4 521 (four thousand five hundred and twenty-one) square metres, held by the Defendant under Deed of Transfer T4128/1991.

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

Main buildings: Brick building under tile roof consisting of entrance hall, lounge, dining-room, family room and study, six bedrooms, two bathrooms/toilet, bath, toilet and shower, kitchen, laundry and dress room.

Outbuildings: Six carports, servant's room, two store-rooms and toilet.

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 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, 1 Bank Street, Groblersdal.

Dated at Springs this 25th day of October 1995.

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

Saak 15602/95

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Petrus Cornelis Grobler**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 1 Desember 1995 om 10:00, deur die Balju vir die Hooggeregshof, Rustenburg, gehou by die Landdroeskantore, hoek van Van Staden- en Klopperstraat, Rustenburg, aan die hoogste bieder:

Gedeelte 3, Erf 52, Rustenburg-dorpsgebied, Registrasieafdeling JQ, Transvaal, groot 900 (negehonderd) vierkante meter, gehou kragtens Akte van Transport T25215/95, onderhewig aan die voorwaardes daarin vervat.

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

Straatadres: Homerstraat 61A, Rustenburg.

Verbeterings: Woonhuis met teëldak, bestaande uit drie slaapkamers, aparte toilet, badkamer met toilet, eetkamer, sitkamer, kombuis, buitetoilet, enkelafdak en boorgat.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof, Rustenburg, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Rustenburg, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg.

Geteken te Pretoria op hierdie 26ste dag van Oktober 1995.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S2408/RE.)

Saak 38624/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **William Wildeman**, Eerste Verweerder, en **Elizabeth Wildeman**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 1 Desember 1995 om 11:00, deur die Balju vir die Landdroshof, Wonderboom, gehou by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord (net noord van Sasko Meule) aan die hoogste bieder:

Erf 212, Mamelodi Sun Valley, Registrasieafdeling JR, Transvaal, groot 500 (vyfhonderd) vierkante meter, gehou kragtens Akte van Transport TE83793/94, onderhewig aan die voorwaardes daarin vervat en spesiaal onderhewig aan die voorbehoud van minerale regte.

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

Straatadres: Medupistraat 212, Sun Valley, Mamelodi.

Verbeterings: Woonhuis met staandak en gepleisterde mure, bestaande uit twee slaapkamers, badkamer, toilet, eetkamer en kombuis.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord (net noord van Sasko Meule).

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

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S2235/RE.)

Saak 64465/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank - Allied**, Eiser, en **Willem Frederick van Vuuren** (500420 5137 08 0), Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 20 Oktober 1995, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Oos, 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 Murrayfield Park 13, Natalielaan 82, Murrayfield, en word omskryf as Deel 13, soos getoon en volledig beskryf of Deelplan SS75/1976, in die skema bekend as Murrayfield Park, ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Erf 292, Murrayfield-dorpsgebied, Plaaslike Owerheid: Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan 141 (eenhonderd een-en-veertig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Transportakte T6258/95.

Die eiendom bestaan na bewering, maar sonder waarborg uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, spens en motorafdak.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Oos.

Geteken te Pretoria hierdie 24ste dag van Oktober 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 332-8780) (Verw. mev. De Villiers/T2358.)

Saak 9639/95
PH 507IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Smit, Victor Leith**, Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 28 November 1995 om 10:00, te die Baljukantore, Terracegebou, Eaton Terrace 1, New Redruth, Alberton:

Sekere Erf 3116, Brackenhurst-uitbreiding 2, Registrasieafdeling IR, Gauteng, groot 1 510 m² (eenduisend vyfhonderd-en-tien) vierkante meter, geleë te Jakkalsstraat 10, Brackenhurst, Alberton.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Vierslaapkamerhuis met teëldak, dubbelmotorhuis, bediendekamer, swembad, plaveisel en omheining.

Bestaande uit die volgende: Vier slaapkamers, eetkamer, sitkamer, kombuis, twee badkamers en waskamer.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, of Eiser se Prokureurs, Blakes Prokureurs, Pleinstraat 14, Johannesburg.

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

E. Champion, vir Blakes Prokureurs, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. RRS078/E. Champion/ack.)

Case 25471/93
PH 175IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **Eskom**, Plaintiff, and **Fourie, Bernhardus Theodorus**, Defendant

1. In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without a reserve price will be held at 3 Usutu Street, Randlespark, Klerksdorp, on 24 November 1995 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 3 Usutu Street, Randlespark, Klerksdorp, prior to the sale, of the undermentioned property situated at:

3 Usutu Street, Boetrand, Klerksdorp, being Erf 309, Boetrand Township, Registration Division IP, Province of Gauteng, measuring 588 (five hundred and eighty-eight) square metres; held by Deed of Transfer T49088/1986, which is zoned as Residential and consists of (not guaranteed):

A dwelling: Lounge, kitchen, three bedrooms, bathroom, w.c., garage and w.c.

2. *Terms:*

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

2.2 Auctioneers charges, payable on the day of the sale, to be calculated as follows:

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand).

2.2.2 Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 20th day of October 1995.

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

Case 11626/95
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Mnguni, Boutu Jim**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., 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 the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 6460, in the Township of Ennerdale Extension 8, Registration Division IQ, the Province of Gauteng, in extent 364 (three hundred and sixty-four) square metres, situated at 6460 Vermiculite Circle, Ennerdale Extension 8.

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

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

Floors: Cement floors, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

Outbuildings: Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6782.)

N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 12695/94

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Darrell Badenhorst**, First Defendant, and **Frances Margaret Badenhorst**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 January 1995, and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 30 November 1995 at 12:00, at the property namely:

Certain: Erf 815, Van Dykpark Township, situated at 19 Bluegum Street, Vanwykpark, Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

Building built of brick and consists of lounge, dining-room, family room, four bedrooms, two bathrooms and kitchen.

Outbuildings: Garage, servant's room, w.c., swimming-pool and braai.

The conditions of sale:

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

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

Dated at Boksburg on this 26th day of October 1995.

Hammond Pole & Dixon Inc., Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00526/Mrs Kok.)

Case 9880/94

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 **Thomas Digovich**, First Defendant, and **Denise Digovich**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 4 September 1994, and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 5 December 1995 at 12:30, at the property namely:

Certain: Erf 283, Van Dykpark Township, situated at 31 Tambotie Street, the Township of Van Dykpark, District of Boksburg, measuring 998 (nine hundred and ninety-eight) square metres.

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

Building built of brick and consists of lounge, dining-room, kitchen, three bedrooms, bathroom with a w.c. and a shower, bathroom with a w.c., carport, staffroom and a 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 CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Boksburg on this 26th day of October 1995.

Hammond Pole & Dixon Inc., Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00302.)

Case 321/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Jan Gerhardus Botha**, First Defendant, and **Maria Catharina Botha**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 13 February 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 December 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 365, Van Dykpark Township, situated on 40 Mimosa Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 986 (nine hundred and eighty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, dining-room, family room, kitchen, scullery, pantry, laundry, three bedrooms, bathroom and w.c. and separate w.c.

Outbuildings: Two garages, w.c., two-roomed granny flat and swimming-pool.

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

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

Dated at Boksburg on this the 26th day of October 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00554/Mrs Kok.)

Case 4945/95**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 **Howard David Adams**, First Defendant, and **Olga Christina Adams**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 4 September 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 December 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 71, Delmore Park Township, situated on 14 Chapman Street, Delmore Park, in the Township of Delmore Park, District of Boksburg, measuring 857 (eight hundred and fifty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., bathroom/w.c./shower and kitchen. *Outbuildings:* Two garages.

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 26th day of October 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00676/Mrs Kok.)

Case 4118/95**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 **Reginald Hammond**, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 9 June 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 29 November 1995 at 10:00, at the property namely:

Certain: Flat 60, Spartacus, situated at Ravenswood Extension 21, District of Boksburg, measuring 60 (sixty) square metres.

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

The conditions of sale:

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

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

Dated at Boksburg on this the 27th day of October 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00655/Mrs Kok/dw.)

Case 2082/95**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 **Gaopalelwe Shadrack Lehihi**, First Defendant, and **Nonzima Violet Lehihi**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 5 April 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 December 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 832, Mabuya Park Township, situated on 832 Tsmitti Street, Mabuya Park, Vosloorus, in the Township of Mabuya Park, Vosloorus, District of Boksburg, measuring 420 (four hundred and twenty) square metres.

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

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 26th day of October 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00258/Mrs Kok/dw.)

Case 22826/95
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Botha, Magrieta Johanna**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 1 December 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: An undivided half share in Erf 1064, Lindhaven Extension 4 Township, Registration Division IQ, the Province of Gauteng.

Area: 797 (seven hundred and ninety-seven) square metres.

Situation: 330 Cabot Street, Lindhaven Extension 4.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and double carport with precast walls around the property.

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

Dated at Johannesburg on this 27th 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. ForeclosuresN1187.)

Case 2271/93

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

In the matter between **ABSA Bank Limited** (86/04794/06) (United Bank Division), Plaintiff, and **Sarah Salomina Koen**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 July 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 5 December 1995 at 11:00, at the property namely:

Certain:

1. (i) Section 4, as shown and more fully described on Sectional Plan SS133/1984 in the scheme known as Netosha Place, in respect of the land and building or buildings situated at Witfield Township, Boksburg Local Authority, of which the floor area, according to the said sectional plan is 146 (one hundred and forty-six) square metres; and

2. (ii) 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, held under Deed of Transfer ST32540/1992, also known as 4 Edward Street, Witfield, Boksburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge/dining-room, three bedrooms, kitchen, bathroom, w.c. 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 and/or at the offices of Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Boksburg on this the 26th day of October 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/AU0131 (AU131).]

Case 12536/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Leseur Emil Oosthuizen**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 2 November 1993, and warrant 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 19, Meadowbrook Township, situated at 20 Goodman Street, Meadowbrook, Edenvale, Germiston, measuring 991 (nine hundred and ninety-one) square metres.

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

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this the 26th day of October 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00034/Mrs Kok.)

Case 10743/94

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

In the matter between **ABSA Bank Limited** (86/04794/06) (United Bank Division), Plaintiff, and **Wayne Alan Viola**, First Defendant, and **Yvette Viola**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 18 November 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 December 1995 at 10:00, at the office of the Sheriff, United Building, Third Floor, 100 77 President Street, Germiston, to the highest bidder:

Certain: Erf 302, Rondebult Township, situated on 49 Swartberg Street, Rondebult, in the Township of Rondebult, District of Germiston, measuring 995 (nine 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, tiled roof comprising three bedrooms, two bathrooms, two w.c.'s, lounge, dining-room, garage, kitchen, swimming-pool 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 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, Germiston.

Dated at Germiston on this the 26th day of October 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00236/Mrs Teixeira.); c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Saak 269/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **NBS Bank**, Eksekusieskuldeiser, en **mev. S. E. Nkambule N.O.**, Eerste Eksekusieskuldenaar, en **mev. S. E. Nkambule**, Tweede Eksekusieskuldenaar

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 Baljuksantore, Jan van Riebeeckstraat, Ermelo, vir 'n tydperk van twintig (20) dae voor die verkoping te wete:

Sekere Erf 2501, Wesseltou-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 óf die kontantgeld betaal óf 'n goedgekeurde waarborg lewer vir die 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 belasting, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die skuldeiser bepaal.

Geteken te Ermelo op hierdie 10de dag van Oktober 1995.

Dr M. M. Nolte, Prokureurs vir die Eksekusieskuldeiser, De Clercqstraat 11, MM Nolte-gebou, Posbus 114, Ermelo. (Verw. mev. Du Plessis/B08477.)

Case 3045/90

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Francois Alwyn Landsberg**, First Defendant, and **Engela Wilhelmina Christina Landsberg**, 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 the Sheriff's Office, Theo Building, Murray Avenue, Brits, on Friday, 24 November 1995 at 08:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Portion 110 (a portion of Portion 2) of the farm Elandsdraal 469, Registration Division JQ, Transvaal, in extent 5,4965 (five comma four nine six five) hectares, held by virtue of Deed of Transfer T25035/1978, subject to all such conditions as are mentioned or referred to in the aforesaid Deed and servitude.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, dining-room, family room, study, kitchen, three bedrooms, bathroom/shower, bathroom/w.c. and w.c.

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

Dated at Pretoria this 27th day of October 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S219/90.)

Case 15032/95

PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mojagohle, Persia Gabaitsiwe**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc. 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 the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 5304, in the Township of Ennerdale Extension 12, Registration Division IQ, The Province of Gauteng, in extent 551 (five hundred and fifty-one) square metres, situated at 21 Mantle Slot, Ennerdale Extension 12.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under I.B.R. roof. *Floors:* Fitted carpets and ceramic tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two w.c.'s. *Outbuildings:* Double car-port, concrete boundary walls and paving.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN68355.)

N. C. H. Bowman, Sheriff of the Supreme Court Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

NOTICE OF SALES IN EXECUTION (KEMPTON PARK MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 30 November 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor. The hereinafter mentioned properties will be put up for sale, the material conditions of sale being: 1. The property shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, No. 32 of 1994. 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 10797/95. Judgment Debtors: **William Maritz** and **Anna Maria Maritz**. *Property:* Erf 1215, Birch Acres Extension 3 Township, Registration Division IR, The Province of Gauteng, situated at 123 Krombek Street, Birch Acres Extension 3, Kempton Park. *Improvements:* Detached single-storey brick built residence under tiled roof comprising five rooms other than kitchen and two bathrooms with outbuildings comprising garage, five car-ports, toilet and swimming-pool. *Reference:* MM0875.

Case 6431/95. Judgment Debtor: **Brian Poswo**. *Property:* A unit consisting of: (A) Section 7 as shown and more fully described on Sectional Plan SS22/85 in the scheme known as Emmarina in respect of the land and building or buildings situated at Erf 2738, Kempton Park Township, Kempton Park/Tembisa Metropolitan Substructure, of which section the floor area, according to the said sectional plan is 83 (eighty-three) square metres in extent; and (B) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Unit 7, Emmarina Court, Oak Avenue, Kempton Park. *Improvements:* A brick built residence under tiled roof comprising eight rooms other than kitchen and two bathrooms. *Reference:* MP0038.

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

NOTICE OF SALE IN EXECUTION (ALBERTON MAGISTRATE'S COURT)

The sale in execution is to be held at the offices of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 29 November 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor. The hereinafter mentioned properties will be put up for sale, the material conditions of sale being: 1. The property shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, No. 32 of 1944. 2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale. 3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale. 4. Improvements as set out hereunder are not guaranteed.

Case 5937/95. Judgment Debtor: Bulie William Makhale. *Property:* Erf 1413, Mayberry Park Township, Registration Division IR, The Province of Gauteng, situated at 41 Besembos Street, Mayberry Park, Alberton. *Improvements:* Detached single-storey brick built residence under tiled roof comprising entrance hall, six rooms other than kitchen and bathroom with outbuildings comprising two car-ports and toilet. *Reference:* MM0876.

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

Saak 30101/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Hendrik Lambertus du Toit**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 1 Desember 1995 om 10:30, deur die Balju vir die Landdroshof, Middelburg, gehou by die perseel bekend as Proteapark 7, hoek van Hendrik Potgieter- en Proteastraat, Kanonkop, Middelburg-uitbreiding 4, aan die hoogste bieder:

1. (a) Deel 7, soos getoon en volledig beskryf op Deelplan SS490/91 in die skema bekend as Proteapark ten opsigte van die grond en gebou of geboue geleë te Erf 1582, Middelburg-uitbreiding 4-dorpsgebied, in die Plaaslike Bestuursgebied, Middelburg, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 85 (vyf-en-tagtig) vierkante meter groot is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegeedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST90688/93.

2. 'n Uitsluitlike gebruiksgebied beskryf as Tuin T7, groot 22 (twee-en-twintig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Proteapark ten opsigte van die grond en gebou of geboue geleë te Erf 1584, Middelburg-uitbreiding 4-dorpsgebied, Plaaslike Bestuursgebied, Middelburg, soos getoon en volledig beskryf op Deelplan SS490/1991 gehou kragtens notariële sessie van saaklike reg SK7076/93.

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

Straatadres: Proteapark 7, hoek van Hendrik Potgieter- en Proteastraat, Kanonkop, Middelburg.

Verbeteringe: Wooneenheid bestaande uit ingangsportaal, sitkamer, twee slaapkamers, badkamer, toilet en kombuis.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof, Middelburg, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Landdroshof, Middelburg, Totiusstraat 107, Middelburg, Transvaal.

Geteken te Pretoria op 27 Oktober 1995.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S2146/RE.)

Case 47833/92

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

In the matter between **ABSA Limited**, trading as Trust Bank, a Division of ABSA Limited, Execution Creditor, and **D. T. J. van Rensburg**, Execution Debtor

Be pleased to take notice that on Thursday, 30 November 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Court, 8 Park Street, Kempton Park:

Certain Erf 1506, Birch Acres Extension 4 Township, Registration Division IR, Gauteng Province, measuring 998 square metres in extent and held by Deed of Transfer T45971/1987, situated at 162 Kwartel Avenue, Birch Acres Extension 4.

Description: Dwelling consisting of lounge, two toilets, kitchen, two bathrooms, three bedrooms, dining-room, carport, study, pool and driveway.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts 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 11th 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/Z08939.)

Saak 47833/92

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **ABSA Beperk**, handeldrywend as Trust Bank, 'n afdeling van ABSA Beperk, Eksekusieskuldeiser, en
D. T. J. van Rensburg, Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word by die kantore van die Balju te Parkstraat 8, Kempton Park, op Donderdag, 30 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 1506, Birch Acres-uitbreiding 4, Registrasieafdeling IR, Gauteng Provinsie, grootte 998 (negehonderd agt-en-negentig) vierkante meter, synde Kwartellaan 162, Birch Acres-uitbreiding 4.

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

Geboue en verbeterings: 'n Huis met sitkamer, twee toilette, kombuis, twee badkamers, drie slaapkamers, eetkamer, motorafdak, studiekamer, swembad en oprit.

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 11de 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/Z08939.)

Case 13570/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Philip Moeti Mogodi**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Johannesburg, at Sheriff's Office, 131 Marshall Street, Johannesburg, on 30 November 1995 at 10:00, of the following property:

1. A unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS86/1993, in the scheme known as Harley Gardens, in respect of the land and building or buildings situated at Yeoville Township, Johannesburg Local Authority of which section the floor are according to the said sectional plan is 75 (seventy-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by virtue of Deed of Transfer ST29855/1993.

2. An exclusive use area described as Parking Bay P25 measuring 13 (thirteen) square metres being as such part of the common property comprising the land and the scheme known as Harley Gardens in respect of the land and building or buildings situated at Yeoville Township, Johannesburg Local Authority as shown and more fully described on Sectional Plan SS86/1993, held under Notarial Deed of Cession SK1688/1993.

Street address: Flat 5, Harley Gardens, Fortesque Street, Yeoville, Johannesburg.

Improvements on the property: Entrance hall, kitchen, bedroom, lounge, balcony, bathroom/toilet and dwelling flat.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at 131 Marshall Street, Johannesburg.

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

Case 15264/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kibuuka: Christopher Gwayambadde**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Krugersdorp, at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 29 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 Portion 91, of the farm Waterval 175, Registration Division IQ, Transvaal, situation Plot 4C, Changioun Street, Waterval, Krugersdorp West, area 1,3376 (one comma three three seven-six) hectares.

Improvements (not guaranteed): Seven bedrooms, five bathrooms, 12 other rooms, three garages, six carports, swimming-pool and jacuzzi.

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

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

Dated at Johannesburg on this the 20th day of October 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4525E/mgh/tf.)

Case 8069/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Karolia: Ismail Ahmed**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia), at 131 Marshall Street, Johannesburg, on Thursday, 30 November 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1507, Lenasia Extension 1 Township, Registration Division IQ, Transvaal, situation 109 Penguin Avenue, Lenasia Extension 1, area 601 (six hundred and one) square metres.

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

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

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

Dated at Johannesburg on this the 20th day of October 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NY23E/mgh/tf.)

Case 07572/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gegana, Sipho Lawrence**, First Defendant,
and **Gegana, Nkgolo Maria**, 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 Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 30 November 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: Portion 4 of Erf 30, Alan Manor Township, Registration Division IQ, Transvaal, situated at 33 Kalant Street, Alan Manor, area, 1 137 (one thousand one hundred and thirty-seven) square metres.

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

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N3838E/mgh/tf.)

Case 33187/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Watson, Faried**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 30 November 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain:

1. A unit consisting of Section 17, as shown and more fully described on Sectional Plan SS169/1993, in the scheme known as New South Villas, in respect of the land and building or buildings situated at Naturena Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 74 (seventy-four) square metres in extent, and
2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, situated at 20 New South Villas, corner of Daphne and Montanna Street, Naturena.

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

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 26th day of October 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ146E/mgh/tf.)

Case 12491/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Carrim, Shehnaaz**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 30 November 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain:

1. A unit consisting of Section 8, as shown and more fully described on Sectional Plan SS134/8, in the scheme known as Highwoods, in respect of the land and building or buildings situated at Highlands North Township, Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 60 (sixty) square metres in extent, and

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

3. An exclusive use area described as Parking Bay P5, measuring 12 (twelve) square metres being as such part of the common property, comprising the land and the scheme known as Highwoods in respect of the land and building or buildings situated at Highlands North Township, Johannesburg Local Authority, as shown and more fully described on Sectional Plan SS134/8, situated at Flat 8, Highwoods, 10 Seventh Avenue, Highlands North.

Improvements: (not guaranteed): Lounge, bedroom, bathroom and kitchen.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4267E/mgh/tf.)

Case 11762/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Braes, Bruce Meikle**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 30 November 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain (1) Erf 37, Highlands North Township, Registration Division IR, Transvaal, and (2) Erf 39, Highlands North Township, Registration Division IR, Transvaal, situated at 39 11th Avenue, Highlands North, Johannesburg, area (1) 495 (four hundred and ninety-five) square metres, (2) 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms/showers, kitchen, entrance hall, lounge, bar, dining-room, study, three toilets, garage and carport.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. K. Maisels/mgh/A.396.)

Saak 4503/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Beperk**, Eiser, en **E. J. Roux**, Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 19 Julie 1995 uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom naamlik:

Erf 4797, in die dorp Pietersburg-uitbreiding 11, Registrasieafdeling LS, Transvaal, beter bekend as Erasmusstraat 136, Pietersburg, groot 1 013 (een nul een drie) vierkante meter.

Bestaande uit: Drie slaapkamerwoonhuis, badkamer met stort, sitkamer, eetkamer, kombuis, opwaskamer, twee motor-huise, familiekamer, ingangsportaal en studeerkamer.

Verkoop sal word in eksekusie deur die Balju van die Landdroshof/Afslaer te die Landdroskantoor Pietersburg, hoek van Bodenstein- en Landdros Maréstraat, op 1 Desember 1995 om 10:00.

Die eiendom word verkoop onderhewig aan die verkoopvoorwaardes wat ter insae lê by die Landdroshof, Pietersburg en die kantoor van die Balju, Pietersburg, welke voorwaardes onder andere die volgende vervat:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans 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 van die Landdroshof of afslaer binne veertien (14) dae na die datum van die verkoping verstrek te word.

2. Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof/Afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom voetstoots verkoop.

Geteken te Pietersburg op hierdie 31ste dag van Oktober 1995.

P. S. Steyn, vir Du Toit, Swanepoel & Steyn, Tweede Verdieping, NBS-gebou, Landdros Maréstraat 53, Pietersburg, 0700. (Verw. mnr. Steyn/tv/5076.)

Case 2708/95
PH 456

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sinden, Nico**, First Defendant, and **Sinden, Eureka Marlene**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale, without reserve will be held at the office of the Sheriff, at 8 Park Street, Kempton Park, on 30 November 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of the Sheriff, 8 Park Street, Kempton Park, prior to the sale:

Erf 179, Birchleigh Noord Extension 3 Township, measuring 1 010 square metres, held under Deed of Transfer T46477/90, known as 3 Delmaine Street, Birchleigh Noord Extension 3, Kempton Park.

The following information is furnished with regard to the improvements, although in this respect nothing is guaranteed. The dwelling consists of kitchen, two bathrooms, two toilets, lounge, three bedrooms, dining-room and single garage.

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

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

Signed at Johannesburg on the 6th day of October 1995.

Kassel Sklaar Cohen & Co., Plaintiff's Attorneys, 58 Oxford Road, Rosebank, Johannesburg. (Tel. 646-2115.) (Ref. Miss Pienaar/F6192.)

Case 15008/95
PH 97

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

In the matter between **First National Bank of S A Ltd**, Plaintiff, and **Don Sipho Mashele**, First Defendant, and **Angeline Nomahlubi Mashele**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg, dated 4 April 1995 and subsequent warrant of execution issued, the following property will be sold in execution on Friday, 8 December 1995 at 10:00, at the Johannesburg Magistrate's Court, Fox Street entrance, without reserve to the highest bidder:

Certain: Remaining Extent of Erf 35, Westdene Township, Registration Division IR, Transvaal, the Province of Pretoria-Witwatersrand-Vereeniging, known as 25 First Avenue, Westdene, Johannesburg, District of Johannesburg, measuring 496 (four hundred and ninety-six) square metres, held by the Defendants under Deed of Transfer T22322/94.

Zoning: Residential.

Special use or exceptions: None.

Conditions of sale:

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

2. The Judgment Creditor has no knowledge of improvements on the property.

3. *Terms:*

The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale, and the unpaid balance, together with interest thereon at the rate of 18,25% (eighteen comma two five per centum) per annum to date of payment, against registration of transfer, to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

4. *Conditions:*

The full conditions of sale, which will be read out by the Sheriff for the Magistrate's Court, Johannesburg North, immediately prior to the sale, may be inspected at his office at 131 Marshall Street, Johannesburg, and at the Johannesburg Magistrate's Court.

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

D. G. Sonderup & Co., 8 Bompas Road, Dunkeld West; P.O. Box 47335, Parklands. (Tel. 880-2263.) (Ref. Mr M. Harty/F1140.)

Case 11241/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG**

In the matter between **The African Bank Ltd**, Plaintiff, and **Nganyi Margaret Nomaledi Mandisa**, Defendant

A sale in execution of the immovable property which was attached will be held in front of the Court House, Fox Street entrance, Johannesburg, on Friday, 24 November 1995 at 10:00:

Erf 2931, Pimville Zone 2, Soweto, Registration Division IQ, Province of Gauteng, measuring 365 (three hundred and sixty-five) square metres, Deed of Transfer TL11495/1991.

Comprising: Kitchen, sitting room, two bedrooms, bathroom. *Extensive outbuildings:* Consists of four bedrooms and bathroom.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Soweto East, Second Floor, Von Brandis Street, Johannesburg.

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 21 (twenty-one) days from the date of sale.

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

Dated at Johannesburg on this the 27th day of October 1995.

D. S. Molefe & Associates, Third Floor, Zambesi House, 44 Von Wielligh Street, P.O. Box 7398, Johannesburg. (Tel. 331-9861/2; Fax. 331-9891.) (Ref. Mrs Molefe/nds/1408.)

Case 4495/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON**

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Patricia Montombazana Mabona**, Defendant

On 29 November 1995 at 10:00 a public auction will be held at Johria Court, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in certain Erf 1682, Mayberry Park Township, also known as 10 Vaalbos Street, Mayberry Park, Alberton, measuring 992 (nine hundred and ninety-two) square metres.

Improvements (These improvements are not warranted to be correct and are not guaranteed): A single-storey residence consisting of dining-room, lounge, three bedrooms, kitchen, two bathrooms (one with shower), outside toilet, burglar bars, swimming-pool; which property is enclosed with precast-wallings.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1994 and the rules made thereunder or any amendment thereof, substitution therefor, and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 17,25% (seventeen comma two five per centum) per annum at the time of the preparation of these conditions from the 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 centum) Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton on this the 25th day of October 1995.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwick Centre, 17 Fore Street, New Redruth, Alberton, 1450. (Ref. Mr du Plessis/CK/18258.)

Case 25/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Allan Nair**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 4 October 1995, and subsequent warrant of execution the following property will be sold in execution on 1 December 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 216, MacKenzieville Extension 1, Nigel, Registration Division IR, Gauteng, measuring 432 (four hundred and thirty-two) square metres.

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

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

Dated at Nigel on the 24th day of October 1995.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr. Van Huyssteen/mm/N1087.)

Case 15374/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The African Bank Ltd**, Plaintiff, and **Sikhakhane Sipho**, 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 Deputy Sheriff Offices, 131 Marshall Street, Johannesburg, on Thursday, 30 November 1995 at 10:00, onwards.

The undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Sheriff, prior to the sale. The right of leasehold in respect of Stand 5684, Zone 5, Pimville, Province of Gauteng, situated at Stand 5684, Zone 5, Pimville, Soweto.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 21 (twenty-one) 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). The sale may be subject to VAT which will be payable by purchaser.

Dated at Johannesburg on this 26th day of October 1995.

D. S. Molefe & Associates, Third Floor, Zambesi House, 44 Von Wielligh Street, P.O. Box 7398, Johannesburg. (Tel. 331-9861/2.) (Fax. 331-9891.) (Ref. Mrs Molefe/nds/1940.)

Case 19626/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Van der Berg: Evan Shaun**, First Defendant, and **Van den Berg: Rene**, Second Defendant

A sale, without reserve will be held at the offices of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 7 December 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the offices of the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging:

Holding 16, Homestead Apple Orchards Small Holdings Agricultural Holdings, Registration Division IQ, Gauteng, measuring 4,0471 (four comma nought four seven one) hectares, held by virtue of Deed of Transfer T73253/91, being Stand 16, Ninth Avenue, Homestead Apple Orchards, and which is a vacant stand.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on the 30th day of October 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. [Tel. (011) 883-2740.] (Ref. Mrs De Sousa/U961.); N. C. H. Bouwman, Sheriff of the Supreme Court-Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 5415/92

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

In the matter between **Volkskas Bank Beperk**, 'n division of ABSA Bank Beperk, Plaintiff and **Diederik Arnoldus Malan**, Defendant

In pursuance of a judgment in Court for the Magistrate of Benoni, and a writ of execution dated 24 November 1993, the property listed hereunder will be sold in execution on 7 December 1995 at 10:00, at the Sheriff of the Magistrate's Court, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, to the highest bidder:

Certain Erf 406, Gerdview, Registration Division IR, Transvaal, measuring 714 (seven hundred and fourteen) square metres, held under Deed of Transfer T4439/93, situated 66 Van Riebeeck Street, Gerdview, Germiston.

The following improvements are reported to be on the property but nothing is guaranteed: Dining-room, lounge, three bedrooms, kitchen, bathroom, toilet, swimming-pool, garage and concrete walls.

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, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston.

Dated at Benoni on the 26th day of October 1995.

J. H. Boshoff, Attorneys for the Plaintiff, First Floor, NBS Centre, corner of Woburn and Rothsay Streets, Benoni. (Tel. 845-2559/845-2594.) (Ref. Mr Boshoff/lm/A267/92.)

**Case 15273/95
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 **Smith, Anthony**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 5 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 235, situated in the Township of Olivedale Extension 2, Registration Division IQ, Transvaal, being 20 Carroll Avenue, Olivedale Extension 2, Randburg, measuring 1 263 (one thousand two hundred and sixty-three) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, study, bar, three bedrooms, two bathrooms, with outbuildings with similar construction comprising servant's room and bathroom.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 27th 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/S700.)

Saak 350/95

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Eerste Nasionale Bank**, Eiser en **T. W. Ramaila**, Eerste Verweerder en **X. Ramaila**, Tweede Verweerder

In terme van 'n vonnis van genoemde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van geregtelike verkoping aan die hoogste bieder, sonder 'n reserweprys gehou word deur die Balju van Fochville, voor die Landdroskantoor, Losberglaan, Fochville, op Vrydag, 1 Desember 1995 om 10:00:

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se prokureurs, Oosthuizen & Roeland, van Presidentstraat 51, Fochville.

Die eiendom wat verkoop word is beskryf as Gedeelte 63 van Erf 1042, Fochville, geleë te Danie Theronstraat 48, Fochville, Registrasieafdeling IQ, Transvaal, groot 1 237 (eenduisend tweehonderd sewe-en-dertig) vierkante meter.

10% (tien persent) van die koopprijs en die afslaer se koste in kontant is betaalbaar op die dag van die verkoping, die saldo teen registrasie van die transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

Geteken te Fochville op hierdie 26ste dag van Oktober 1995.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Prokureur vir Eiser, Presidentstraat 51, Fochville, 2515. [Tel. (01492) 2061.]

Case 19109/95
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Zungu, Mfanikile Cleopas**, First Defendant, and **Zungu, Selina Stella**, 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, 50 Edwards Avenue, Westonaria, on 1 December 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 426, in the Township of Lawley Extension 1, Registration Division IQ, the Province of Gauteng, in extent 406 (four hundred and six) square metres, situated at 426 Barracuda Way, Lawley Extension 1.

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

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

Floors: Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c.

Outbuildings: Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6880.)

Case 19491/95
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Thantsi, Martin Baby**, 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 salesroom of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 1 December 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, Roodepoort, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 9739, in the Township of Dobsonville Extension 3, Registration Division IQ, the Province of Gauteng, in extent 280 (two hundred and eighty) square metres, situated at 9739 Dobsonville Extension 3.

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

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

Floors: Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and separate w.c.

Outbuildings: Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6465.)

Case 4016/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Minnaar Andre Johann**, 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, 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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 1213, Brackenhurst Extension 1 Township, situated at 12 Esserman Street, Brackenhurst, Alberton, Registration Division IR, Transvaal, measuring 1 498 (one thousand four hundred and ninety-eight) 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, four bedrooms, jacuzzi, two bathrooms and toilet.

Outbuilding: Double garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 18th day of 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. M60078/AB.)

Case 00464/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Vosloo, Bernard Richard**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve, will be held at the offices of the Sheriff of the Supreme Court, Germiston, at the offices of the Sheriff for Germiston, Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 7 December 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 for Vereeniging, at the offices of the Sheriff for Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 1208, Primrose Township, Registration Division IR, Transvaal, situated at 6 Juniper Street, Primrose, Germiston, measuring 991 square metres, held by Deed of Transfer T48757/1989.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A single-storey brick dwelling with corrugated iron roof, consisting of three bedrooms, entrance hall, lounge, family room, kitchen, two bathrooms and covered verandah.

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 centum) up to maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th 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 13062/94
PH 139

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **C. Zanner**, Eerste Eksekusieskuldeiser, en **J. Zanner**, Tweede Eksekusieskuldeiser, en **J. M. Greyling**, Eerste Eksekusieskuldenaar, en **C. Greyling**, Tweede Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Provinsiale Afdeling Kaap die Goeie Hoop) in bogenelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te kantore van die Balju, Leeuwpootstraat 182, Boksburg, op 1 Desember 1995 om 11:15, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju tydens kantooreure voor die verkoping ter insae sal lê:

Die Restant van Gedeelte 103 van die plaas Klipfontein 83, Registrasieafdeling IR, in die Gauteng Provinsie, groot 2 1500 hektaar, gehou kragtens Akte T47679/1982.

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

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

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimumfooi van R6 000 (sesduisend rand). Minimum fooie R200 (twee honderd rand).

Schwellinus Spies Haasbroek Ing., p.a. Biccardstraat 51, Braamfontein. (Tel. 886-1800.) (Verw. Z13 H937/94 mnr. Strydom/le.)

Case 9753/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Thabo Michael Khusu**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Roodepoort, District of Roodepoort, and writ of execution the property listed hereunder which was attached on 20 October 1995 will be sold in execution on Friday, 1 December 1995 at 10:00 at the offices of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort, to the highest bidder:

Erf 295, in the Township of Mmesi Park, Registration Division IQ, The Province of Gauteng, in extent 310 (three hundred and ten) square metres, situated at 295 Mmesi Park, Dobsonville.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence; single-storey dwelling, built of bricks and painted plaster under tiled roof. Floors: Fitted carpets and tiles comprising lounge, kitchen, three bedrooms, bathroom and w.c. separate. *Outbuildings:* None. *Improvements:* Boundary fencing.

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 the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort this the 30th day of October 1995.

Melman & McCarthy, Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J. Soma/MN6450.)

Case 21869/95
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Dube: Thandazani Tobias**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., 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 the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 1012, in the Township of Zakariyya Park Extension 4, Registration Division IQ, the Province of Gauteng, in extent 416 (four hundred and sixteen) square metres, situated at 1012 Thyme close, Zakariyya Park Extension 4.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence; single-story dwelling, detached, built of bricks and painted plaster, under tiled roof. Floors: Fitted carpets and tiles, comprising combined lounge and dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Concrete boundary walls.

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

Dated at Johannesburg on this the 31st day of October 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6908.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Saak 1440/95

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **John George Engelbrecht**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik, Kempton Park, en 'n lasbrief vir eksekusie gedateer 20 Maart 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op 30 November 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 347, Birch Acres-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 991 m² (negehoonderd een-en-negentig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Vier slaapkamers, drie badkamers, drie toilette, sitkamer, eetkamer, TV-kamer, kombuis met spens, bediendekamer met stort en toilet, twee motorhuise en teëldak.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito van 10% (tien persent) en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 31ste dag van Oktober 1995.

D. Oosthuizen, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M277/MIE267.)

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Akasie Drukkers BK**, Eerste Verweerder, **Jacobus Hercules van Deventer**, Tweede Verweerder, **Maria Magdalen van Deventer**, Derde Verweerder, **Johannes Willem van Deventer**, Vierde Verweerder, en **Ronel Barnard**, Vyfde Verweerder

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur Nedcor Bank Beperk, verkry sal 'n verkoping sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord op 24 November 1995 om 11:00 van die ondervermelde eiendomme van die Verweerder op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Eiendom: Hoewe 29, Patryshoek-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,0234 (twee komma nul twee drie vier) hektaar, gehou kragtens Akte van Transport T14264/1993.

Beskrywing: 'n Plot met 'n woonhuis bestaande uit vier slaapkamers, badkamer, kombuis, sitkamer, eetkamer, familiekamer en studeerkamer. 'n Dubbelmotorhuis is omskep in drukkery en donkerkamer. Ontvoltooide rondawel. Die eiendom is toegerus met 'n boorgat en pomp en is met draad omhein.

Verw. mnr. Diemont/EVDM/607/93.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne dertig (30) dae na datum van die verkoping verstrek te word.

Die koper moet afslagsgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die vonniskuldeiser.

Geteken te Pretoria op hierdie 30ste dag van Oktober 1995.

Coetzee, S.A.L.U.-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Diemont/EVDM/607/93.)

Case 10926/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 30 August 1995, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 1 December 1995 at 10:00, at the property namely:

Certain Erf 259, Vandykpark Township, situated at 11 Salie Street, in the Township of Vandykpark, in the District of Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

Building comprising a lounge, dining-room, three bedrooms, bathroom with w.c., kitchen and two garages. **Outbuildings:** Bedroom with toilet and store-room.

The conditions of sale:

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

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

Dated at Boksburg on this 27th day of October 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00445/Mrs Kok/dw.)

Case 1518/95

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 **A. A. Joubert**, First Defendant, and **M. Joubert**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 16 March 1995, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution, and by public auction on 4 December 1995 at 10:00, at the property namely:

Certain Erf 635, Vandykpark Township, situated at 6 Taaibos Street, in the Township of Vandykpark, in the District of Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

Building comprising a lounge, dining-room, three bedrooms, two bathrooms with w.c., kitchen and study.

The conditions of sale:

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

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

Dated at Boksburg on this 27th day of October 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00589/Mrs Kok/dw.)

Case 13356/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Loggenberg, Thomas Lennon**, First Defendant, and
Loggenberg, Sharon Anne, 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 3 July 1995, will be sold in execution on Thursday, 30 November 1995 at 10:00, by the Sheriff of Supreme Court, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 227, Zakariyya Park Extension 1 Township, Registration Division IQ, Transvaal, in extent 600 (six hundred) square metres, situated at 227 All Spice Street, Zakariyya Park Extension 1, Vereeniging.

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

Residence, single-storey dwelling, detached.

Walls: Brick and plaster.

Roof: Tile.

Floor: Tile.

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

Outbuildings: None.

Boundary: Fenced.

Improvements: Fence, paving, wall and alarm system.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Overvaal Building, 28 Kruger Avenue, Vereeniging, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4, 336-3921/2/3.) (Docex. DX. 571.) (Ref. Mr Steyn/1426.)

Case 13124/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Attwell Avril Azilda**, 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 9 October 1995, will be sold in execution on Thursday, 30 November 1995 at 10:00, by the Sheriff of Supreme Court, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 5147, Ennerdale Extensions 13 Township, Registration Division IQ, Transvaal, in extent 325 (three hundred and twenty-five) square metres, situated at 5147 Onyx Avenue, Ennerdale Extension 13, Vereeniging.

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

Residence, single storey dwelling, detached.

Walls: Brick and plaster.

Roof: Tiles.

Floor: Tiles.

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 centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Overvaal Building, 28 Kruger Avenue, Vereeniging, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4, 336-3921/2/3.) (Docex. DX. 571.) (Ref. Mr Steyn/1405.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and
Deacon Gladys Irene Desiree, 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 12 July 1995, will be sold in execution on Thursday, 30 November 1995 at 10:00, at the Sheriff of the Supreme Court, Fourth Floor, Standard Chambers, President Street, Germiston, to the highest bidder:

Erf 120, Primrose Township, Registration Division IR, Transvaal, in extent 991 (nine hundred and ninety-one) square metres, situated at 2 Dahlia Road, Primrose, Germiston.

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: Corrugated iron.

Floor: Carpets.

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

Outbuildings: Two garages, two servants', store-room and laundry.

Boundary: Brick walls.

Improvements: Walling and paving.

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

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4, 336-3921/2/3.) (Docex. DX. 571.) (Ref. Mr Steyn/1371.)

Case 16616/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Botha Willem Stephanus**,
First Defendant, and **Botha Yvonne Elmarie**, 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 6 September 1995, will be sold in execution on Thursday, 30 November 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1857, Jeppestown Township, Registration Division IR, Transvaal, in extent 248 (two hundred and forty-eight) square metres, situated at 75 Tucker Street, Jeppestown, Johannesburg.

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

Residence, single storey dwelling, detached.

Walls: Brick and plaster.

Roof: Corrugated iron.

Floor: Concrete carpeting.

Rooms: Three bedrooms, lounge, kitchen, bathroom and toilet.

Outbuildings: Garage, carport, servant's room and toilet.

Boundary: Fenced.

Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Johannesburg East, 131 Marshall Street, Johannesburg for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 18th day of October 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4, 336-3921/2/3.) (Docex. DX. 571.) (Ref. Mr Steyn/1473.)

Saak 258/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CHRISTIANA GEHOU TE CHRISTIANA

In die saak tussen **William James O'Reilly**, Eiser, en **Reinier Willem van Zyl**, Verweerder

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 18 Julie 1995 en 'n lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom voetstoots verkoop word deur die Balju van Christiana voor die Landdroskantoor, Pretoriusstraat, Christiana, op 8 Desember 1995 om 09:00, naamlik:

Gedeelte 10 ('n gedeelte van Gedeelte 7) van die plaas Zoutpan 301, Registrasieafdeling HO., Transvaal, groot 342,6128 (drie vier twee komma ses een twee agt) hektaar.

Die eiendom is as volg: Woonhuis, buitegeboue en weidingskampe.

Die eiendom is geleë te Zoutpan, distrik Christiana.

Verkoopvoorwaardes:

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

2. Die koopprys sal soos volg betaalbaar wees:

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

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

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

Geteken te Christiana op hierdie 2de dag van Oktober 1995.

B. J. Liebenberg, vir Liebenbergs, Prokureurs vir Eiser, Voortrekkerstraat 16, Posbus 406, Christiana. [Tel. (0534) 3313.]

Case 1380/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Hermanus Johannes Hendrik Claassens N.O.**, in his capacity as Trustee for the time being of the Sumanie Trust, Defendant

A sale in execution will be held on 1 December 1995 at 11:00, at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, of Holding 28, situated in the Township Montana Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,2122 hectares, known as Plot 28, Third Road, Montana Agricultural Holdings.

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

Dwelling, single storey, brick walls, tiled roof, fitted carpets, tiles, slasto, novilon, lounge, dining-room, study, kitchen, pantry, six bedrooms, three bathrooms, shower, four w.c.'s, entrance hall, TV-room, two garages, two servants' rooms, large store, fenced, screenwalls, courtyard, and brick pavings and borehole with pump.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria, Wonderboom.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9799.)

Saak 1087/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Lekobalo Jacob Khesan**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 9 Maart 1995, sal 'n verkoping gehou word op 29 November 1995 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, Ockersstraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 12467, Kagiso-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregisteerde Huurpag TL54576/92, groot 326 (driehonderd ses-en-twintig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL54576/92.

Die eiendom is gesoneer Residensieel 1 en is geleë te David Modibarylaan 12467, Kagiso-uitbreiding 3, en bestaan uit sitkamer, kombuis, twee slaapkamers, badkamer, gang, gepleisterde mure met staalventerrame en 'n teëldak, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersstraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 27ste dag van Oktober 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/133/95/BK462.)

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Victor Velaphi Sokhela**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Randfontein, in bogemelde saak op 9 Februarie 1995, sal 'n verkoping gehou word op 24 November 1995 om 10:00, by die verkoopslokaal van die Balju, te Baljukantoor, Parkstraat 40, Randfontein, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Randfontein, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Randfontein, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 5533, Mohlakeng-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregisteerde Huurpag TL54961/89, groot 240 (tweehonderd-en-veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL54961/89.

Die eiendom is gesoneer Residensieel 1 en is geleë te 5533 Mohlakeng-uitbreiding 3, en bestaan uit sitkamer, kombuis, twee slaapkamers, badkamer, gang, gepleisterde mure met staalvensterrame en 'n teëldak, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Baljukantoor, Parkstraat 40, Randfontein.

Gedateer te Roodepoort op die 27ste dag van Oktober 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Hoofrefweg 104, Randfontein; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1768/94/BS1293.)

Case 8006/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Andre Ignatius Cornelius Swanepoel**, First Defendant, and **Jeanette Magdelene Swanepoel**, 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, 1 December 1995 at 11:00, of:

Erf 119, in the town Clarina Extension 6, Registration Division JR, Transvaal, measuring 999 square metres, known as 8 Breedts Street, Clarina.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms and two bathrooms.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-448527(392322)/JAA/J. S. Herbst.]

Case 8658/93

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Abraham Theodorus Spengler**, First Defendant, and **Maulene Spengler**, 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, 1 December 1995 at 11:00 of:

Erf 123, situated in the Township Doornpoort, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 790 Boabab Street, Doornpoort.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, staff room, two garages and store-room.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-451278(392384)/JAA/J. S. Herbst.]

Case 6586/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Christoffel Gert Petrus Nagel**, 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, 1 December 1995 at 11:00:

Erf 3328, Doornpoort Extension 31 Township, Registration Division JR, Transvaal, measuring 564 square metres known as 239 Alectra Crescent, Doornpoort Extension 31.

Particulars are not guaranteed.

Dwelling-house: Dwelling with entrance hall, lounge, dining-room, kitchen, two 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-448558/JAA/J. S. Herbst.)

Saak 13698/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

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

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word deur Libra Afslaaers BK in samewerking met die Balju van die Hooggeregshof, Johannesburg, te Armantstraat 102, Malvern, Johannesburg, op 7 Desember 1995 om 12:00, van die ondervermelde eiendomme van die Verweerder, welke voorwaardes by die kantore van Libra Afslaaers BK te Kingfisherstraat 6, Horison Park, Roodepoort, asook by die kantore van die Balju van die Hooggeregshof, Johannesburg, te Marshallstraat 131, Johannesburg, voor die verkoping ter insae sal lê:

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

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

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

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

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

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

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

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

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 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand) en 'n minimum heffing van R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 3de dag van November 1995.

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

Saak 30602/94

IN DIE HOOGGEREGSHOF 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 6 Desember 1995 om 10:00, van die ondervermelde eiendom van die Verweerder, welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Middelburg, Transvaal, 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 insake 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), geboutjie met buitehokke vir honde, staanplek vir twee voertuie onder skadunet, buitetoilet met stort, drie bediendekamers en een stelasië 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 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand) en 'n minimum heffing van R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 3de dag van November 1995.

Van Wyk de Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf M17503.)

Saak 10184/95

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **Petrus Johannes Oberholzer**, Eerste Verweerder, **Johanna Chritiena Fransiena Stoop**, Tweede Verweerder, en **Petrus Jacobus Stoop**, Derde Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 18 September 1995, word die eiendom hieronder uiteengesit, in Eksekusie verkoop op Donderdag, 30 November 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 508, Edleen-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 896 (agthonderd ses-en-negentig) vierkante meter, ook bekend as Fehrsweg 19, Edleen-uitbreiding 1, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van baksteen, teëldak, bestaande uit sitkamer, twee toilette, kombuis, twee badkamers, drie slaapkamers en eetkamer. Buitegeboue bestaan uit oprit, motorhuis en omhein met betonmure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 25ste dag van Oktober 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mej. Pretorius/N1150/CDN710.)

Saak 12399/94

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **T. J. van Zyl**, Eerste Verweerder, en **B. van Zyl**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 September 1995, word die eiendom hieronder uiteengesit, in Eksekusie verkoop op Donderdag, 30 November 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 1305, Glen Marais-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Frangipanilaan 1, Glen Marais-uitbreiding 1, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van baksteen, teëldak, bestaande uit sitkamer, twee toilette, familie/TV-kamer, twee badkamers, drie slaapkamers, kombuis, eetkamer en studeerkamer. Buitegeboue bestaan uit twee motorhuise, swembad, oprit, afdak en omhein met betonmure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 24ste dag van Oktober 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mej. Pretorius/N1062/CDN628.)

Saak 9627/95

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **Kgatibotse W. Motlou**, Eerste Verweerder, en **Mapuwane A. Motlou**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 26 September 1995, word die eiendom hieronder uiteengesit, in Eksekusie verkoop op Donderdag, 30 November 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 644, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 601 (seshonderd-en-een) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van baksteen, sinkdak, bestaande uit sitkamer, badkamer, eetkamer, toilet, vier slaapkamers, familie/TV-kamer en kombuis. Buitegeboue bestaan uit oprit, swembad en omhein met mure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

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

Gedateer te Kempton Park op hierdie 24ste dag van November 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mej. Pretorius/S1373/CDS332.)

Saak 12403/94**IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK**

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **P. I. Motiang**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 10 November 1994, word die eiendom hieronder uiteengesit, in Eksekusie verkoop op Donderdag, 30 November 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 4380, Tembisa-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 339 (driehonderd nege-en-dertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, drie slaapkamers en kombuis. Buitegeboue bestaan uit geen.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 25ste dag van Oktober 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Verw. mej. Pretorius/N1066/CDN624.)

Saak 9764/95**IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK**

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **Veronica Fourie**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 22 Augustus 1995, word die eiendom hieronder uiteengesit, in Eksekusie verkoop op Donderdag, 30 November 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 2021, Birch Acres-uitbreiding 6-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 000 (eenduisend) vierkante meter, ook bekend as Blombosstraat 36, Birch Acres-uitbreiding 6, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van baksteen, teëldak, bestaande uit sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers en kombuis. Buitegeboue bestaan uit oprit, motorhuis en omhein met betonmure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 20ste dag van Oktober 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mej. Pretorius/N1140/CDN701.)

Case 21067/95
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 **Schoeman, Shaldon Bernard**, First Defendant, and **Schoeman, Annelise Carmen**, 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 2 of Erf 601, Groblerspark Extension 36 Township, Registration Division IQ, Transvaal, measuring 327 m², held by the Defendants under Deed of Transfer T61545/1994, being 295 Bloukrans Avenue, Groblerspark Extension 36.

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

The property consists of lounge, bathroom/toilet, two bedrooms, 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 26th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5952/WRFLS/Mr Brewer/djl.)

Case 13170/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Carletonville 1393 CC**, First Defendant, and **Patrick Hendrik Cloete**, 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, in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, 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, Oberholzer, at First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 1393, Carletonville Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 366 m², held by the Defendants under Deed of Transfer T23508/1960, being corner of Carbon and Zeolite Streets, Carletonville.

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

The dwelling consists of commercial building, comprising offices and various shops, of single level with standard features and build, including a double garage, double carport, outside rooms and toilets.

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. I.90420/WRFLS/Mr Brewer/djl.)

Case 12157/95
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 **Sibisi, Leonard Charles**, Defendant

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

Section 28, as shown and more fully described on Sectional Plan SS26/1982, in the scheme known as Oak Mansions, in respect of the land and building or buildings situated at Yeoville Township, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 48 m², held by the Defendant under Certificate of Registered Sectional Title ST7485/1992, being Flat 312, Oak Mansions, Saunders Street, Yeoville.

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

The property consists of lounge, dining-room, bedroom, bathroom and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by 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 24th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3762/JHBFCLS/Mr McCallum/cvdn.)

Case 21345/95
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 **Whitehead, Mary Ann**, First Defendant, and **Pettitt, Grant Kevin**, 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, 5 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1544, Mayberry Park Township, Registration Division IR, Transvaal, measuring 996 m², held by the Defendants under Deed of Transfer T19272/94, being 16 Koorsboom Street, Mayberry 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, kitchen, three bedrooms, two bathrooms/w.c., swimming-pool, carport and lappa.

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 25th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA6010/JHBFCLS/Mr McCallum/djl.)

Case 11658/95
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 **De Sousa, Jose Manuel Braz**, First Defendant, and **De Sousa, Lelane**, 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 41 of Erf 352, Radiokop Extension 10, Registration Division IQ, Transvaal, measuring 469 m², held by the Defendants under Deed of Transfer T17544/94, being 41 Fostrat Turn, Radiokop Extension 10.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom, separate w.c., kitchen and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3639/JHBFCLS/Mr McCallum/cvdn.)

Case 18641/95
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Maraz, Godfrey Frederick**, First Defendant, and **Maraz, Ilse**, 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 the Sheriff for the Supreme Court, Randfontein, 40 Park Avenue, Randfontein, on Friday, 24 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, Randfontein, at 40 Park Avenue, Randfontein:

Erf 1696, Greenhills Extension 3 Township, Registration Division IQ, Transvaal, measuring 1 000 m², held by the Defendants under Deed of Transfer T30181/94, being 6 Erasmus Street, Greenhills Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/toilet, separate toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 6th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5357/WRFCLS/Mr Brewer/djl.)

Case 1861/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **De Witt, Andreas Gerhardus**, 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 United Building, Third Floor, 177 President Street, Germiston, on Monday, 20 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, Germiston South, at United Building, Third Floor, 177 President Street, Germiston:

Erf 120, Elandshaven Township, Registration Division IR, Transvaal, measuring 2 377 m², held by the Defendant under Deed of Transfer T20880/92, being 44 Bonza Bay Street, Elandshaven.

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/w.c., bathroom/shower/w.c., kitchen, scullery, patio, two garages 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.

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91257/JHBFCLS/Mr McCallum/cvdm.)

Case 20542/94
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 **Mlangeni, Florence Euchel**, 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 South, at 100 Sheffield Street, Turffontein:

Erf 556, Ridgeway Extension 3 Township, Registration Division IR, Transvaal, measuring 1 040 m², held by the Defendant under Deed of Transfer T57342/93, being 5 Landa Street, Ridgeway Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, three bedrooms, kitchen and bathroom/w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0128/JHBFLS/Mr McCallum/cvdm.)

Case 11917/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Howard, Graham Reginald**, First Defendant, and **Roux, Hester Petronella**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) under Case 11917/94 and under instruction from the Trustee of the Insolvent Estate, H. P. Roux, under Masters Ref. T687/95, a joint 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 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:

The undivided half shares in the property known as Erf 951, Florida Township, Registration Division IQ, Transvaal, measuring 1 407 m², held by the Defendants under Deed of Transfer T9006/93, being 16—Sixth Avenue, Florida.

Note: The property will be sold as one undivided property and the undivided half shares will be transferred to the purchaser.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/toilet, kitchen, scullery, two servants' rooms, two store-rooms 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 26th day of September 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z96697/WRFCLS/Mr Brewer/djl.)

Case 9839/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mwelase, Enock Linda**, 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 56—12th Street, Springs, on Friday, 1 December 1995 at 11:00, 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, Springs, at 56—12th Street, Springs:

The right of leasehold in respect of Site 11614, kwaThema Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL31976/85, being 11614 kwaThema, Springs.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, two bedrooms, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92332/ERFCLS/Mr Preiss/lp.)

Case 28753/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Graaff, Jan Hendrik**, First Defendant, and **Graaff, Elizabeth Anne**, Second Defendant

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

Erf 418, Meredale Extension 4 Township, Registration Division IQ, Transvaal, measuring 1 040 m², held by the Defendants under Deed of Transfer T9985/87, being 7 Byvanger Avenue, Meredale Extension 4.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, single garage and servant's room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 16th day of October 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z77673/JHBFLS/Mr McCallum/cvdn.)

Case 18281/95

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Hans Maiwald Engineering Works 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 at the office of the Sheriff of the Supreme Court for Krugersdorp, 22B Ockerse Street, Krugersdorp, on Wednesday, 29 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 Holding 32, Lammermoor Agricultural Holdings, Registration Division JQ, Transvaal, area 3,5032 hectares, situation 32 Mountain Drive, Lammermoor, Krugersdorp.

Improvements (not guaranteed): Double storey brick dwelling consisting of 10 rooms, kitchen, laundry, two bathrooms, under thatch, floor coverings, slasto, terracotta, ceramic and carpeting, separate outbuildings, workshops and stable with two rooms, two carports, swimming-pool, patio, bore-hole and wire fencing.

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

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

Dated at Johannesburg on 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/FN3164.)

Case 13857/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Tutt, Ashleigh Lynn**, 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 of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 28 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 1251, Blairgowrie Township, Registration Division IQ, Transvaal, area 959 square metres, situation 125 Standard Drive, Blairgowrie, Randburg.

Improvements (not guaranteed): Single storey brick under tiles consisting of lounge, dining-room, kitchen, three bedrooms, 1½ bathrooms, shower, two toilets; flooring: parquet/fitted carpets; garage, staff quarters with toilet, swimming-pool, paving and screen walling.

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

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

Dated at Johannesburg on the 30th day of October 1995.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. P. le Mottee/ij/ N3488.)

Case 576/93

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

In the matter between **Mac Investments**, Plaintiff, and **Jerome Claude Marais**, Defendant

On 29 November 1995 at 10:00, a public auction sale will be held at the Sheriff's Office, Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff of the Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain: Erf 1956, Mayberry Park Township, Registration Division IR, Transvaal, measuring 989 (nine hundred and eighty-nine) square metres, also known as 15 Krinkhout Street, Mayberry Park, Alberton.

Improvements reported (which are not warranted to be correct and are not guaranteed): Lounge, dining-room, three bedrooms, bathroom, kitchen and garage (hereinafter referred to as the property).

The property will be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944 (as amended) regarding the bondholders, being the Saambou Bank Limited and other preferent creditors subject to payment of the Local Authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per centum) of the purchase price or R500 whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current Building Society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Dated at Germiston on this 23rd day of October 1995.

Stupel & Berman, Plaintiff's Attorneys, 70 President Street, Germiston. (Ref. Mr Berman/CA.)

Case 20668/91

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Van Romburgh, Willem Matthias**, First Defendant, and **Van Romburgh, Susan Margaret**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 5 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 432, Bromhof Extension 11 Township, Registration Division IQ, Transvaal, measuring 1 002 m², held by the Defendants under Deed of Transfer T2932/91, being Erf 432, Barbara Close, Bromhof Extension 11, Randburg.

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

The property consists of lounge, three bedrooms, bathroom/w.c., kitchen and pantry.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z25651/JHBFCLS/Mr McCallum/cvdm.)

Case 14616/95

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

In the matter between **Standard Bank**, Plaintiff, and **Beverley Joy Hodge**, First Defendant, and **Gordon Douglas Hodge**, Second 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 1 December 1995 at 10:00, Erf 519, 23 Jan de Wet Street, Flamwood Extension 1:

Erf 519, Flamwood Extension 1 Township, Registration Division IP, Transvaal, measuring 1 005 (one thousand and five) square metres, held by the First Defendant under Deed of Transfer T81033/94, situated at 23 Jan de Wet Street, Flamwood Extension 1.

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

Dwelling under tiled roof, consisting of three bedrooms, lounge, dining-room, kitchen, laundry, bathroom with toilet, shower, enclosed verandah, dressing-room, sewing room and shower. *Outbuildings:* Garage, carport, bar, bedroom and toilet.

Terms: Ten per centum (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, Klerksdorp.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Ref. R3/447928/ldw.)

Saak 2349/95

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

In die saak tussen **NBS Bank Limited**, Eiser, en **Green, Anthony Mark**, Eerste Verweerder, en **Green, Santa**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 28 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 3010, Brackenhurst Extension 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Anthony Mark Green en Santa Green onder Akte van Transport T44942/93, bekend as Koedoestraat 37, Brackenhurst Extension 2, Alberton, groot 1 800 vierkante meter. *Sonering:* Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

Verbeteringe: Hoofgebou bestaande uit teëldak met siersteenmure bestaande uit ingangsportaal, kombuis, sitkamer, eetkamer, TV-kamer, vier slaapkamers, aantrekkamer, waskamer, opwaskamer, twee en 'n halwe badkamers, twee storte en drie toilette. *Buitegeboue:* Bediendekamer, toilet 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- 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 eniger tyd na die eksekusieveiling om welke rede ook al nietig verklaar en/of gekanselleer word, dan in sodanige geval sal die Balju en/of Eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellering nie.

Gedateer te Alberton op hede die 18de dag van September 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton; Posbus 6, Alberton; Presidentstraat 84, The Markade, Johannesburg. (Docex 216, Johannesburg.) (Verw. N2941/EU/PP.)

Saak 6972/93

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

In die saak tussen **Mcovelo Leonard Mabunda**, Eerste Eiser, en **Petrus Johannes Lourens**, Tweede Eiser, en **Micah Mabunda**, Eerste Verweerder, **Ben Percy Zitha**, Tweede Verweerder, en **Solomon Shiviti Nyathi**, Derde Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 27 November 1995 om 15:00, te die Balju van die Hooggeregshof, Magistraatskantore, Mhala, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 30 Mei 1995 welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae sal lê te die kantore van die Balju, Potgieterstraat 43, Phalaborwa:

Eiendom: Die gebou/geboue op Perseel 934, Thulamahashe, bekend as Mike's Studio, Record Bar, Barbershop en Haar-salon.

Die eiendom sal verkoop word onderhewig aan die bepalings van reël 46 van die Hooggeregshofwet, Wet No. 59 van 1959, soos gewysig, aan die hoogste bieder en onderhewig aan die terme en voorwaardes van die Wet en reëls daaronder uitgevaardig, asook die terme van die titelakte waar dit van toepassing is.

Die verkoopprys sal soos volg wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 15,5% (vyftien komma vyf persent) per jaar en aan die Verbandhouer teen 15,5% (vyftien komma vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die Verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaarde sal beskikbaar wees vir insae te die kantoor van die Balju, Potgieterstraat 43, Phalaborwa.

Geteken te Pretoria op hierdie dag van 1995.

P. D. S. Goosen, vir Wilsenach, Van Wyk Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. [Tel. (012) 322-6951.] (Verw. mnr. Goosen/EB/S980.)

Saak 3260/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk** (Reg. No. 86/04794/06) (Allied Bank Divisie), Eiser, en **Anton en Hermina Anna Christina Jacobs**, Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 29 November 1995 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Vereeniging:

Sekere: Deel 20, soos getoon op Deelplan SS480/93, Albanyhof, Vereeniging (Albanyhof 20), groot 56 vierkante meter.

Verbeterings: Een slaapkamerwoning met sitkamer, kombuis, badkamer en toilet.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien persentum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 18,25% (agtien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;
- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die koper sal ook aanspreeklik wees vir betaling van afslaaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes:

- (a) Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 27ste dag van Oktober 1995.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Vereeniging; Posbus 415. (Verw. mnr. Hoffman.)

VERKOPING IN EKSEKUSIE

Sal gehou word te Balju, Lochstraat 51, Meyerton op Donderdag, 30 November 1995 om 10:00.

Eksekusieskuldeiser: Noordelike Vaal Metropolitaanse Substruktuur voorheen Stadsraad van Randvaal

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

- (a) Geen waarborg of onderneming word gegee met betrekking tot die aard van die verbetering nie.
- (b) Die verkoping moet per openbare veiling, sonder reserwes en voetstoots geskied.
- (c) Die koper moet onmiddellik na die verkoping die verkoopvoorwaardes wat by die kantoor van die Balju, Lochstraat 51, Meyerton ter insae lê, onderteken.
- (d) Die koper moet alle bedrae wat nodig is om oordrag van die eiendom te bewerkstellig, insluitende alle oordragkoste, oordragbelasting, belasting, munisipale belasting, lisensies, sanitêre gelde, rente en Belasting op Toegevoegde Waarde (indien van toepassing) betaal.

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

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

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

Saak 1916/94.

Vonnisskuldenaar: Rainer Joerg Schmidt en Ilona Schmidt.

Eiendom: Howe 33, Valley Settlements-landbouhoewes 4, Registrasieafdeling IR, Transvaal.

Grootte: 2,0234 hektaar.

Gehou: Kragtens T71613/1992.

Ook bekend as Veldhaasstraat 33, Valley Settlements-uitbreiding 4.

Beskrywing: Sitkamer, eetkamer, vier slaapkamers, dubbelgeriewe, teëldak, draadomheining en buitekamer.

Sonering: Landbou.

Saak 1644/94.

Vonnisskuldenaar: Administrateurs van boedel wyle Harry Treisman.

Eiendom: Erf 1174, Henley on Klip, Registrasieafdeling IR, Transvaal.

Grootte: 4 407 vierkante meter.

Gehou: Kragtens T30897/1948.

Ook bekend as Gibsonweg 1174, Henley on Klip 3.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 272/95.

Vonnisskuldenaar: Dennis Richard Mitchell.

Eiendom: Erf 118, Henley on Klip, Registrasieafdeling IR, Transvaal.

Grootte: 2 032 vierkante meter.

Gehou: Kragtens T21735/1964.

Ook bekend as Rugbyweg 118, Henley on Klip.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 510/95.

Vonnisskuldenaar: Jose Pita de Abreu.

Eiendom: Erf 120, Klipwater, Registrasieafdeling IR, Transvaal.

Grootte: 1 510 vierkante meter.

Gehou: Kragtens T4985/1991.

Ook bekend as Eikestraat 120, Klipwater.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 765/95.

Vonnisskuldenaar: Godfrey Fanyana Stanley Moloi.

Eiendom: Erf 59, Nooitgedacht 176, Registrasieafdeling IR, Transvaal.

Grootte: 2,0255 hektaar.

Gehou: Kragtens T26564/1992.

Ook bekend as Arizonaweg 59, Blue Saddle Ranches.

Beskrywing: Onverbeterde perseel.

Sonering: Landbou.

Saak 933/1995.

Vonnisskuldenaar: Legogote Beleggings CC.

Eiendom: Hoewe 129, Ophir-landbouhoewes-uitbreiding 1, Registrasieafdeling IR, Transvaal.

Grootte: 2,0610 hektaar.

Gehou: Kragtens T20631/1991.

Ook bekend as Southweg 129, Ophir-landbouhoewes-uitbreiding 1.

Beskrywing: Slegs 'n klein sementgeboutjie op perseel.

Sonering: Landbou.

Saak 1732/95.

Vonnisskuldenaar: Eugene Snyman en Dimitri Bitirimoglu.

Eiendom: Erf 561, Witkop Registrasieafdeling IR, Transvaal.

Grootte: 2 552 vierkante meter.

Gehou: Kragtens T34476/1988.

Ook bekend as Houtkapperweg 561, Witkop.

Beskrywing: Sitkamer, eetkamer, twee slaapkamers, enkelgeriewe, sinkdak en steenomheining.

Eiendom: Erf 562, Witkop, Registrasieafdeling IR, Transvaal.

Grootte: 2 552 vierkante meter.

Gehou: Kragtens T34476/1988.

Ook bekend as Houtkapperweg 562, Witkop.

Beskrywing: Onverbeterde perseel.

Eiendom: Erf 563, Witkop, Registrasieafdeling IR, Transvaal.

Grootte: 2 751 vierkante meter.

Gehou: Kragtens T34476/1988.

Ook bekend as Witkruisarendweg 563, Witkop.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 1150/95.

Vonnisskuldenaar: Julian le Rock Muller Vosloo.

Eiendom: Gedeelte 24, Langkuil 363, Registrasieafdeling IR, Transvaal.

Grootte: 8,0942 hektaar.

Gehou: Kragtens T56150/1993.

Ook bekend as Gedeelte 24, Langkuil 363 IR.

Beskrywing: Onverbeterde perseel.

Sonering: Landbou.

Saak 1041/94.

Vonnisskuldenaar: Alida Paulina Scott.

Eiendom: Erf 192, Henley on Klip, Registrasieafdeling IR, Transvaal.

Grootte: 2 974 vierkante meter.

Gehou: Kragtens T30995/1957.

Ook bekend as Shiplakeweg 192, Henley on Klip.

Eiendom: Erf 193, Henley-on-Klip, Registrasieafdeling IR, Transvaal.

Grootte: 2 903 vierkante meter.

Gehou: Kragtens T30995/1957.

Ook bekend as Shiplakeweg 193, Henley on Klip.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak 455/95.

Vonnisskuldenaar: Joseph Berzen.

Eiendom: Erf 1644, Henley on Klip, Registrasieafdeling IR, Transvaal.

Grootte: 1 208 vierkante meter.

Gehou: Kragtens T26720/1972.

Ook bekend as Wargraveweg 1644, Henley on Klip.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 1972/94.

Vonnisskuldenaar: Gregory Bernard Lyons.

Eiendom: Erf 1309, Henley on Klip, Registrasieafdeling IR, Transvaal.

Grootte: 4 047 vierkante meter.

Gehou: Kragtens T113393/1992.

Ook bekend as Eatonweg 1309, Henley on Klip.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 912/95.*Vonnisskuldenaar: Jacop Phillip Lindeque.**Eiendom: Erf 344, Witkop, Registrasieafdeling IR, Transvaal.**Grootte: 2 552 vierkante meter.**Gehou: Kragtens T82680/1989.**Ook bekend as Geelvinkweg 344, Witkop.**Beskrywing: Onverbeterde perseel.**Sonering: Residensieel.***Saak 1946/94.***Vonnisskuldenaar: Johan Daniel Rousseau.**Eiendom: Erf 339, Henley on Klip, Registrasieafdeling IR, Transvaal.**Grootte: 4 064 vierkante meter.**Gehou: Kragtens T99222/1993.**Ook bekend as The Avenue 339, Henley on Klip.**Beskrywing: Onverbeterde perseel.**Sonering: Residensieel.***Saak 1901/94.***Vonnisskuldenaar: Anna Johanna Marthina Engelbrecht.**Eiendom: Erf 594, Henley on Klip, Registrasieafdeling IR, Transvaal.**Grootte: 4 064 vierkante meter.**Gehou: Kragtens T5022/1985.**Ook bekend as Bishamweg 594, Henley on Klip.**Beskrywing: Onverbeterde perseel.**Sonering: Residensieel.**Gedateer te Meyerton hierdie 30ste dag van Oktober 1995.**A. W. J. Everson, Eksekusieskuldeiser, Noordelike Vaal Metropolitaanse Substruktuur, voorheen Stadsraad van Randvaal, Rooibokstraat 56, Highbury; Posbus 555, Randvaal. [Tel. (016) 66-0323.] (Verw. mev. Wagner.)***Saak 1214/95****IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON****In die saak tussen Eerste Nasionale Bank van Suidelike Afrika Beperk, Eiser, en J. J. Lötter, Verweerder**

Ingevolge 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie daarkragtens uitgereik sal die ondervermelde eiendomme op Woensdag, 29 November 1995 om 10:00, ten kantore van die Balju te Caledonstraat 17, Standerton, sonder reserwe geregtelik verkoop word aan die hoogste bieder, onderhewig aan voorwaardes wat nou by die Balju te gemelde adres ter insae lê en ten tye van die veiling voorgelees sal word:

1. 'n Eenheid bestaande uit—

(a) Deel No. 1, soos getoon en vollediger beskryf of Deelplan SS11/93, in die skema bekend as San Marie, ten opsigte van grond en gebou of geboue, geleë te Standerton-dorpsgebied, Plaaslike Bestuur Plaaslike Oorgangsraad van Standerton, van welke deel die vloeroppervlakte volgens voormelde deelplan 135 (eenhonderd vyf-en-dertig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST11/93 (1) (UNIT), tesame met—

(c) 'n Uitsluitlike gebruiksgebied beskryf as 'n Tuin, No. T1, groot 321 (driehonderd een-en-twintig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as San Marie, ten opsigte van die grond en gebou of geboue geleë te Standerton-dorpsgebied, soos getoon en vollediger beskryf op Deelplan SS11/93, gehou kragtens Sertifikaat van Saaklike Regte SK95/93S, en

(d) 'n Uitsluitlike gebruiksgebied beskryf as 'n Werf, No. W1, groot 48 (ag-en-veertig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as San Marie, ten opsigte van die grond en gebou of geboue geleë te Standerton-dorpsgebied, soos getoon en vollediger beskryf op Deelplan SS11/93, gehou kragtens Sertifikaat van Saaklike Regte SK95/93S.

Die eiendom vorm deel van 'n deeltitelskema geleë te Schwickardstraat 19, hoek van Schwickard- en Charl Cilliersstraat, Standerton.

Verbeterings (nie gewaarborg nie): Enkelverdieping baksteengebou met teëldak bevattende sitkamer, eetkamer, kombuis met kaste, twee slaapkamers, twee badkamers, enkelmotorhuis, volvloermatte in woonvertreke, omhein met baksteenmure.

2. 'n Eenheid bestaande uit—

(a) Deel No. 2, soos getoon en vollediger beskryf op Deelplan SS11/93, in die skema bekend as San Marie, ten opsigte van die grond en gebou of geboue, geleë te Standerton-dorpsgebied, Plaaslike Bestuur Plaaslike Oorgangsraad van Standerton, van welke deel die vloeroppervlakte volgens voormelde deelplan 137 (eenhonderd sewe-en-dertig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken gehou kragtens Sertifikaat van Geregisteerde Deeltitel ST11/93 (2) (UNIT), tesame met—

(c) 'n Uitsluitlike gebruiksgebied beskryf as 'n Tuin, No. T2, groot 92 (twee-en-negentig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as San Marie, ten opsigte van die grond en gebou of geboue geleë te Standerton-dorpsgebied, soos getoon en vollediger beskryf op Deelplan SS11/93, gehou kragtens Sertifikaat van Saaklike Regte SK95/93S; en

(d) 'n Uitsluitlike gebruiksgebied beskryf as 'n Werf, No. W2, groot 49 (nege-en-veertig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as San Marie, ten opsigte van die grond en gebou of geboue geleë te Standerton-dorpsgebied, soos getoon en vollediger beskryf op Deelplan SS11/93, gehou kragtens Sertifikaat van Saaklike Regte SK95/93S.

Die eiendom vorm deel van 'n deeltitelskema geleë te Schwickardstraat 19, hoek van Schwickard- en Charl Cilliersstraat, Standerton.

Verbeterings (nie gewaarborg nie): Enkelverdieping baksteengebou met teëldak bevattende sitkamer, eetkamer, kombuis met kaste, twee slaapkamers, met ingeboude kaste, een badkamer, enkelmotorhuis, volvloermatte in woonvertrekke, omhein met baksteenmure.

3. 'n Eenheid bestaande uit—

(a) Deel No. 3, soos getoon en vollediger beskryf op Deelplan SS11/93, in die skema bekend as San Marie, ten opsigte van die grond en gebou of geboue, geleë te Standerton-dorpsgebied, Plaaslike Bestuur Plaaslike Oorgangsraad van Standerton, van welke deel die vloeroppervlakte volgens voormelde deelplan 135 (eenhonderd vyf-en-dertig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregisteerde Deeltitel ST11/93 (3) (UNIT), tesame met—

(c) 'n Uitsluitlike gebruiksgebied beskryf as 'n Tuin, No. T3, groot 239 (tweehonderd nege-en-dertig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as San Marie ten opsigte van die grond en gebou of geboue geleë te Standerton-dorpsgebied, soos getoon en vollediger beskryf op Deelplan SS11/93, gehou kragtens Sertifikaat van Saaklike Regte, SK95/93S; en

(d) 'n Uitsluitlike gebruiksgebied beskryf as 'n Werf, No. W3, groot 48 (ag-en-veertig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as San Marie, ten opsigte van die grond en gebou of geboue geleë te Standerton-dorpsgebied, soos getoon en vollediger beskryf op Deelplan SS11/93, gehou kragtens Sertifikaat van Saaklike Regte, SK95/93S.

Die eiendom vorm deel van 'n deeltitelskema geleë te Schwickardstraat 19, hoek van Schwickard- en Charl Cillierstraat, Standerton.

Verbeterings (nie gewaarborg nie): Enkelverdieping baksteengebou met teëldak, bevattende sitkamer, eetkamer, kombuis met kaste, twee slaapkamers met ingeboude kaste, twee badkamers, enkelmotorhuis en badkamer, omhein met baksteenmure.

4. Resterende Gedeelte van Erf 327, geleë in die dorp Standerton, Registrasieafdeling IS, Oos-Transvaal, groot 2 622 (tweeëuisend seshonderd twee-en-twintig) vierkante meter, gehou kragtens Akte van Transport T83796/92.

Die eiendom is geleë te Caledonstraat 44, Standerton.

Verbeterings (nie gewaarborg nie): Woonhuis van baksteenmure en sinkdak bevattende voorportaal, sitkamer, eetkamer, drie slaapkamer (twee waarvan ingeboude kaste het), studeerkamer met ingeboude kaste, twee badkamers, kombuis met ingeboude kaste, opwas met ingeboude kaste, enkelmotorhuis, buitekamer met toilet, drie stoorkamers, dubbelmotorafdak (skadunet).

Betalingsterme: In elke geval van 10% (tien persent) van die koopprys asook afslaaersgelde in kontant op datum van die veiling; die saldo met rente teen oordrag, wat verseker moet word deur 'n bankwaarborg wat binne 14 (veertien) dae vanaf die veilingsdatum by die Balju ingelewer moet word. Volledige voorwaardes ter insae soos voormeld.

P. W. Voormolen, vir Schlemmer & Voormolen, Prokureurs vir Eiser, Piet Retiefstraat 19, Standerton. [Tel. (017) 712-2231.]

Saak 653/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Dawood Mogalia**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogemelde Agbare Hof op 7 September 1995, die onderstaande eiendom te wete:

Erf 1347, geleë in die dorp Heidelberg-uitbreiding 7, Registrasieafdeling IR, provinsie Gauteng, groot 317 (drie een sewe) vierkante meter, gehou kragtens Akte van Transport T45613/91, in eksekusie verkoop sal word op 29 November 1995 om 10:00, aan die hoogste bieder by Sagerstraat 43, Heidelberg.

Die volgende verbeterings skyn op die eiendom te wees maar word nie gewaarborg nie: Woonhuis, steengeboude sinkdak-woning met drie slaapkamers, twee badkamers, sitkamer, eetkamer en kombuis met motorafdak.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en ter insae lê by die kantoor van die Balju.

Geteken te Heidelberg op hede die 23ste dag van Oktober 1995.

P. W. Oosthuizen, vir Viljoen & Meek, Prokureur vir Eiser, Voortrekkerstraat 29, Posbus 21, Heidelberg. [Tel. (0151) 4191.] (Verw. mnr. Oosthuizen/MT.)

Case 21768/94
PH 218IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Lopes, Manuel Rodrigues**, Applicant, and **Camacho, Jose Crawford**, First Respondent, and **De Freitas, Manoel Paulo**, Second Respondent, and **Vieira, Manoel, Andre Correia**, Third Respondent

Pursuant to a judgment of the above Honourable Court, No. 0000277, Portion 0000, held under Title Deed T1492/1994, and situated at 112 Gordon Road, Judith Paarl, Johannesburg, comprising two bedrooms without m.e.s., two bathrooms without m.e.s., lounge, dining-room, kitchen, with slate roof and two garages, though nothing is guaranteed in this regard, will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 23 November 1995 at 10:00, without a reserve price.

The property is zoned Residential.

The terms are as follows: 10% (ten per centum) of the purchase price and auctioneer's charges payable 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 within 45 (forty-five) days from date of sale.

Auctioneer's charges are to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R28 000 (twenty-eight 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).

The conditions of sale which will be read out may be inspected at the office of the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

Dated at Johannesburg this 6th day of October 1995.

H. Miller Ackermann & Bronstein, Plaintiff's Attorneys, 102 William Road, Norwood, P.O. Box 9095, Johannesburg; DX 398, Johannesburg. (Tel. 483-2930/7). (Ref. Mrs Dribbin/COLLS/V23.)

Saak 4759/93

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

In die saak tussen **S. N. Dibakwane**, Eiseres, en **J. M. Dibakwane**, Verweerder

Ingevolge 'n hofbevel in die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) gedateer 4 Augustus 1994, sal die volgende eiendom per openbare veiling verkoop word op Woensdag, 29 November 1995 om 14:00, te die Baljukantore, Rotterdamweg 23, Evander:

Sekere Erf 5213, Uitbreiding 9, groot 442 (vierhonderd twee-en-veertig) vierkante meter, geleë te die dorpsgebied eMbahlenhle, gehou kragtens Akte van Transport TL68103/1989, en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder, en verder onderhewig aan die balans van die verband/e tans geregistreer oor die betrokke eiendom.

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 19% (negentien persent) per jaar vanaf 1995-11-01, 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 23ste dag van Oktober 1995.

M. J. Rossouw, p.a. Rossouw & Vennote, Ontvanger en Verdeler, Grondvlak, Anmercosa House, Staatsweg 317, Posbus 455, Welkom, 9460. (Verw. MJR/rj/M1.)

Case 10840/91
PH 45IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, formerly Bankorp Limited, Plaintiff, and **Hammond, Peter**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held by the Sheriff, Krugersdorp, at the offices of the Sheriff, Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 29 November 1995 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, prior to the sale:

Portion 32 (a portion of Portion 6) of the farm Doornkloof 393, Registration Division JQ, Transvaal, situated at Satara Farm, Doringhoek Road, Maanhaarand, Magaliesburg, measuring 8,7238 (eight comma seven two three eight) hectares, held by virtue of Deed of Transfer T26323/88.

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

Description: A farm with improvements namely, thatched house, carport, three stores, feeding store, four workers' houses, milk feed store, thatched rondavel, calvepen, four camps, four boreholes, six camps and cement dam.

Outer buildings: N/a.

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

Dated at Johannesburg on this 3rd day of November 1995.

J. L. MacKenzie, for Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61089, Marshalltown, 2107. (Tel. 832-2911.) (Ref. Ms J. MacKenzie/she.)

Saak 10840/91
PH 45

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

In die saak tussen **ABSA Bank Limited**, voorheen Bankorp Limited, Eiser, en **Hammond, Peter**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys en onderworpe aan die skriftelike bevestiging van die Eiser gehou word deur die Balju, Krugersdorp, te kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, op Woensdag, 29 November 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Krugersdorp, Klaburnhof, Ockersestraat 22B, Krugersdorp, voor die verkoping ter insae sal lê:

Gedeelte 32 ('n gedeelte van Gedeelte 6) van die plaas Doornkloof 393, Registrasieafdeling JQ, Transvaal, geleë te Satara-plaas, Doringhoekpad, Maanhaarand, Magaliesburg, grootte 8,7238 (agt komma sewe twee drie agt) hektaar, gehou kragtens Akte van Transport T26323/88.

Die volgende inligting word verskaf i.s. verbeterings alhoewel geen waarborg in verband daarmee gegee word nie:

Huis: 'n Plaaseiendom met verbeterings naamlik, woonhuis met grasdak, afdakmotorhuis, drie store, voerstoor, vier werkershuise, melkvoerstoor, grasdak, rondawel, kalwerhok, vier krale, vier boorgate, ses kampe en sementdam.

Buitegebou: Nvt.

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 aanvaarbare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

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

Gedateer te Johannesburg op hierdie 3de dag van November 1995.

J. L. MacKenzie, vir Cliffe Dekker & Todd Inc., Eiser se Prokureurs, 24ste Verdieping, Foxstraat 78, Johannesburg; Posbus 61059, Marshalltown, 2107. (Tel. 832-2911.) (Verw. Ms J. MacKenzie/she.)

Case 17342/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malchiel Investments BK**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Office, Halfway House, First Floor, Block D, Lochner Park, corner of Richard Avenue and Suttie Street, Halfway House, on Wednesday, 6 December 1995 at 14:30:

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

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

Property: Erf 117, Halfway Gardens Extension 4 Township, Registration Division IR, Transvaal, measuring 1 050 (one thousand and fifty) square metres, held by virtue of Deed of Transfer T65382/92.

Improvements: Unimproved land.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref: B. du Plooy/LVDM/GT2666.)

Case 17956/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Theunis Hendrik du Plessis**, First Defendant, and
Johanna Elizabeth Aletta du Plessis, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Waterval Boven Magistrate's Court, on Friday, 1 December 1995 at 10:00:

Full conditions of sale can be inspected at the Notice Board at the Waterval Boven Magistrate's Court and will be read out prior to the sale.

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

Property: Portion 1 of Erf 118 in the Township of Waterval Boven, Registration Division JT, Transvaal, known as 32 Fourth Avenue, Waterval Boven.

Improvements: Lounge, dining-room, three bedrooms, bathroom, separate toilet and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2687.)

Case 17704/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Derek Kok**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff Brits, Theo Building, Murray Avenue, Brits, on Friday, 8 December 1995 at 08:30:

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

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

Property: Erf 419, Elandsrand Township, Registration Division JQ, Transvaal, known as 40 Tafelberg Road, Elandsrand.

Improvements: Three bedrooms, bathroom, kitchen, lounge, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2686.)

Case 1275/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Paul Vorster**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Erf 360, situated in the Town Klarinet, known as 1 Harmonie Street, Klarinet, on Friday, 1 December 1995 at 09:00:

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

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

Property: Erf 360, situated in the Town Klarinet, Registration Division JS, Transvaal.

Improvements: Workshop with separate store-rooms and ablution block.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2244.)

Case 284/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sophie Fakudze**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Delville Street, Witbank, on Friday, 1 December 1995 at 10:00:

Property: All right, title and interest to the leasehold in respect of Erf 1259, situated in the Township of Kwa Guqa Extension 3, Registration Division JS, Transvaal.

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

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

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 1783.)

Case 21953/94

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

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

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court Offices, Namakgale on Tuesday, 28 November 1995 at 15:00:

Property: Ownership Unit C 81 in the Township of Namakgale Zone, District of Namakgale.

Improvements: Three bedrooms, 1.5 bathrooms, kitchen and lounge.

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

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2029.)

Case 17873/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Alfred Mahner**, First Defendant, and **Maureen Wilhelmina Mahner**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff, Theo Building, Murray Avenue, Brits, on Friday, 8 December 1995 at 08:30:

Property: Section 43 (Flat 43) as shown and more fully described on Sectional Plan SS in the scheme known as Montego Bay in respect of land and building or buildings situated at Portion 132 (a portion of Portion 62), of the farm De Rust 478, Local Authority Kosmos Village Council, measuring 86 square metres; and

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

Improvements: Lounge, two bedrooms, two bathrooms, kitchen and carport.

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

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2685.)

Saak 9362/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Mokhudu Lawrence Ledwaba**, Eerste Verweerder, en **Ngokoana Vera Ledwaba**, Tweede Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros, Pietersburg, toegestaan op 7 Desember 1994 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 24 November 1995 om 10:00, te die kantore van die Landdros, Maréstraat, Pietersburg, aan die hoogste bieër, naamlik:

Erf 242, in die dorpsgebied Bendor, Registrasieafdeling LS, Noordelike Provinsie, groot 1 312 (eenduisend driehonderd-en-twaalf) vierkante meter, gehou kragtens Akte van Transport T224/93, ook bekend as Greeffstraat 7, Bendor, Pietersburg.

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 bouvereniging waarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word. Die eiendom is soos volg verbeter, maar niks word gewaarborg nie, naamlik: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, studeerkamer, dubbelmotorhuis, toilet, waskamer en swembad.

'n Aansienlike bouverenigingslening kan gereël word vir 'n goedgekeurde koper.

Geteken te Pietersburg op die 25ste dag van Oktober 1995.

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

Case 1521/95

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Evert Jan Hendrik Jacobs**, 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 in front of the main entrance to the Magistrate's Court, Barberton, on Friday, 24 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:

(1) Erf 2507, in the town Marloth Park Holiday Township, Registration Division JU, Transvaal (also known as 2507 Hardekool Street, Marloth Park), measuring 2 090 (two thousand and ninety) square metres, held under Deed of Transfer T77908/94, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

(2) Erf 2506, in the Town Marloth Park Holiday Township, Registration Division JU, Transvaal (also known as 2506 Hardekool Street, Marloth Park), measuring 1 958 (one thousand nine hundred and fifty-eight) square metres, held under Deed of Transfer T77908/94 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:

(a) Erf 2507, situated in a holiday township next to the Kruger National Park, large two storey thatch roof dwelling consisting of two lounges, family room, two kitchens, six bedrooms, bathroom/w.c., two w.c.'s, shower, jacuzzi, garage and lapa.

(b) Erf 2506, vacant land situated in a holiday township next to the Kruger National Park.

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

Dated at Pretoria this 2nd day of November 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S667/95.)

Saak 9464/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bepers**, handeldrywende as United Bank, Eiser, en **Matlou Sewatlaleng Francisco**, Identiteitsnommer 5804095814083, Eerste Verweerder, en **Matlou Mmakau Annah**, gebore op 14 September 1958, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Pietersburg, te Landdroskantore, Landdros Maraisstraat, Pietersburg, op 1 Desember 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Pietersburg, te Bokstraat 56A, Pietersburg, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 528, geleë in die dorpsgebied Westenburg-uitbreiding 2, Registrasieafdeling LS, Transvaal, 367 (driehonderd sewe-en-sestig) vierkante meter, gehou kragtens Akte van Transport T79703/94.

Hierdie eiendom is geleë te Rio Grandestraat, Westenburg, Uitbreiding 2, Pietersburg.

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

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

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

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 3de dag van November 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/ M. Mare/A1953.)

Case 14130/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **South African Post Office Limited**, Plaintiff, and **P. R. Kubayi**, Defendant

A sale in execution will be held on Friday, 1 December 1995 at 11:00, by the Sheriff for the Supreme Court, Wonderboom, at the Sheriff's Offices, Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord:

Portion 7, of Erf 2330, situated in the Township of Mamelodi, Registration Division JR, Transvaal, in extent 312 (three hundred and twelve) square metres, held by virtue of Deed of Transfer TL 84993/91, also known as Portion 7 of Erf 2330, situated in the Township of Mamelodi.

Particulars are not guaranteed: Dwelling demolished.

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

A. Wasserfall, for Lamprecht & Sterk Inc., Attorneys for Plaintiff, Third Floor, Burlington House, 233 Church Street East, Pretoria. (Tel. 21-1501.) (Ref. J. Sterk/AMB/9692/53407.)

Saak 1714/95

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

In die saak tussen **ABSA Bank Bepers** (handeldrywende as Allied Bank, voorheen Allied Bouvereniging), Eksekusieskuldeiser, en **P. J. Bredenhann**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Property Mart Afsalers, op 29 November 1995 om 10:00, te Outenikwastraat 15, Pomona (ook bekend as Weststraat 15, Pomona), 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, Louis Bothalaan 244, Orange Grove:

Sekere: Erf 41, Pomona-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titellakte T84292/92.

Grootte: 1 073 (eenduisend drie-en-sewentig) vierkante meter.

Ook bekend as: Outenikwastraat 15, Pomona (ook bekend as Weststraat 15, Pomona).

Beskrywing: Woning bestaande uit twee badkamers, eetkamer, drie slaapkamers, kombuis, sitkamer en toilet, alles onder 'n teëldak. Die eiendom is omhein met draad. 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 afslaaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike No. 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/AB1487.)

Saak 7484/95

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

In die saak tussen **ABSA Bank Bepersk** (handeldrywende as Allied Bank, voorheen Allied Bouvereniging), Eksekusieskuldeiser, en **I. Kirton**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Property Mart Afslaaers, op 29 November 1995 om 12:00, te Klopperlaan 69, Van Riebeeckpark-uitbreiding 20, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaaers te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove:

Sekere: Erf 1899, Van Riebeeckpark-uitbreiding 20-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titellakte T64759/94.

Grootte: 1.054 (eenduisend vier-en-vyftig) vierkante meter.

Ook bekend as: Klopperlaan 69, Van Riebeeckpark-uitbreiding 20.

Beskrywing: Woning bestaande uit twee badkamers, eetkamer, vier slaapkamers, kombuis, sitkamer, twee toilette en familie/TV kamer, alles onder 'n teëldak, en twee motorhuise. Die eiendom is omhein met vier gepleisterde mure. 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 afslaaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike No. 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/AB1608.)

Saak 7486/95

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

In die saak tussen **ABSA Bank Bepersk**, handeldrywende as Allied Bank (voorheen Allied Bouvereniging), Eksekusieskuldeiser, en **L. L. Nelson**, Eerste Eksekusieskuldenaar, en **F. L. Nelson**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur Property Mart Afslaaers, op 29 November 1995 om 14:00, te Pretoriusstraat 35, Van Riebeeckpark, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaaers te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove:

Sekere: Erf 303, Van Riebeeckpark-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T83824/94, grootte 992 (negehoenderd twee-en-negentig) vierkante meter, ook bekend as Pretoriusstraat 35, Van Riebeeckpark.

Beskrywing: Woning bestaande uit twee badkamers, sitkamer, drie slaapkamers, kombuis, twee toilette, eetkamer, studeerkamer, alles onder 'n teëldak, twee motorhuise, dubbel motorafdak en motoroprit. 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 afslaaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1607.)

Saak 3537/93

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 **A. S. E. Gomes**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur Property Mart Afslaaers, op 28 November 1995 om 16:00, te Pieperlaan 6, Birch Acres-uitbreiding 3, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaaers uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaaers te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove:

Sekere Erf 952, Birch Acres-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T66518/92, grootte 975 (nege honderd vyf-en-sewentig) vierkante meter, ook bekend as Pieperlaan 6, Birch Acres-uitbreiding 3.

Beskrywing: Woning bestaande uit badkamer, sitkamer, drie slaapkamers, kombuis, toilet, eetkamer, ingangsportaal, alles onder teëldak, motorhuis, motorafdak en bedienekamer met aparte toilet. 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 afslaaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1021.)

Saak 8643/95

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 **G. M. de Lange**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur Libra Afslaaers BK, op 29 November 1995 om 11:00, te Gedeelte 31, meer breedvoerig beskryf op Deeltitelplan SS63/89, in die skema bekend as Greenland Village, Glen Marais, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaaers uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaaers te Kingfisherstraat 6, Horison Park, Roodepoort:

Sekere Gedeelte 31, Greenland Village, Glen Marais-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte ST63/89, grootte 83 (drie-en-tagtig) vierkante meter, ook bekend as Eenheid 31, Greenland Village, Glen Marais.

Beskrywing: Eenheid bestaande uit badkamer, sitkamer, drie slaapkamers, kombuis, toilet, eetkamer, alles onder teëldak, motoroprit en motorafdak. Die eiendom het 'n sekuriteitingang. 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 afslaaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1626.)

Saak 7485/95

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 **G. H. Healley**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur Libra Afslaaers BK, op 28 November 1995 om 14:00, te Erf 2507, Kempton Park-uitbreiding 11, 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 afslaaers te Kingfisherstraat 6, Horison Park, Roodepoort:

Sekere Erf 2507, Kempton Park-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T44563/90, grootte 991 (negehoenderd een-en-negentig) vierkante meter, ook bekend as Anjonetstraat 12, Kempton Park-uitbreiding 11.

Beskrywing: Woning bestaande uit twee badkamers, sitkamer, drie slaapkamers, kombuis, twee toilette, eetkamer, alles onder 'n teëldak, motorhuis, motorafdak en swembad. Die eiendom is omhein met 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 afslaaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1610.)

Saak 477/95

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 **D. J. F. van Reenen**, Eerste Eksekusieskuldenaar, en **E. van Reenen**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur Property Mart Afslaaers, op 29 November 1995 om 15:00, te Erf 1026, Van Riebeeckpark-uitbreiding 4, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaaers te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove:

Sekere Erf 1026, Van Riebeeckpark-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T37546/90, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Mikanstraat 16, Van Riebeeckpark-uitbreiding 4.

Beskrywing: Woning bestaande uit twee badkamers, sitkamer, drie slaapkamers, kombuis, twee toilette, eetkamer, studeerkamer, familie/TV-kamer, alles onder teëldak, motorhuis, motorafdak, pergola en swembad. Die eiendom is omhein met twee betonmure en twee 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 afslaaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB719.)

Saak 9479/95

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 **C. M. Knox**, Eerste Eksekusieskuldenaar, en **B. M. Knox**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur Property Mart Afslaaers, op 28 November 1995 om 12:00, te Erf 978, Birchleigh, 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 afslaaers te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove:

Sekere Erf 978, Birchleigh-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T50874/93, grootte 999 (negehoonderd nege-en-negentig) vierkante meter, ook bekend as Matumistraat 7, Birchleigh.

Beskrywing: Woning bestaande uit twee badkamers, sitkamer, drie slaapkamers, kombuis, twee toilette, eetkamer, kroeg, alles onder teëldak, motorafdak en swembad, sowel as 'n tuinwoning bestaande uit twee slaapkamers, eetkamer, sitkamer, kombuis en badkamer. Die eiendom is omhein met vier mure. 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 afslaaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1310.)

Saak 3189/95

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 **C. M. Jooste**, Eerste Eksekusieskuldenaar, en **K. E. Jooste**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur Libra Afslaaers BK, op 28 November 1995 om 15:00, te Gedeelte 39, meer breedvoerig beskryf op Deeltitel Plan SS448/91, in die skema bekend as Gladiator Court, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaaers te Kingfisherstraat 6, Horison Park, Roodepoort:

Sekere Gedeelte 39, meer breedvoerig beskryf op Deeltitel Plan SS448/91, in die skema beter bekend as Gladiator Court, Kempton Park-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte ST67522/92, grootte 65 (vyf-en-sestig) vierkante meter, ook bekend as D5 Gladiator Court, Kempton Park.

Beskrywing: Eenheid bestaande uit badkamer, sitkamer, een en 'n half slaapkamers, kombuis, toilet en alles onder sinkdak. Die kompleks 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 afslaaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1512.)

Case 2207/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Hilton Patrick Jamison**, First Defendant, and **Carol Ann Jamison**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and warrant of execution dated 15 February 1995, the property listed hereunder will be sold in execution on Friday, 8 December 1995 at 15:00, at the Office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Erf 591, Selection Park Township, Registration Division IR, the Province of Gauteng, measuring 1 153 (one thousand one hundred and fifty-three) square metres, also known as 11 Lamb Road, Selection Park, Springs.

The property is zoned Residential in terms of the relevant town-planning scheme.

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

Main building: Dwelling comprising brick building, iron roof, three bedrooms, study, bathroom, toilet, lounge/dining-room and kitchen. **Outbuilding:** Garage, outside room and toilet.

The material conditions of the sale are:

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

(b) The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.

(c) A deposit of 10% (ten per cent) of the price, plus costs as in (b) above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 (fourteen) days of the sale date.

(d) The purchaser will pay interest at 15,25% (fifteen comma two five per centum) per annum on all preferent creditors' claims which will include the Execution Creditor's claim.

(e) Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.

(f) The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.

(g) The full conditions of the sale may be inspected at the Magistrate's Court or at the Sheriff's office.

Dated at Brakpan on the 24th day of October 1995.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Attorneys for Execution Creditor, First Floor, Permanent Building, 511 Voortrekker Road; P.O. Box 878, Brakpan, 1540. (Ref. Mr Falconer/mmw/J3576.)

Case 62820/95

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

In the matter between **First National Bank of S A Ltd**, Plaintiff/Execution Creditor, and **Mr Nicolaas Cornelius van Huyssteen**, Defendant/Execution Debtor

In execution of a judgment in the Magistrate's Court of Johannesburg, in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Third Floor, United Building, 177 President Street, Germiston, on Monday, 20 November 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions laid 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 of the Court, Germiston South, Third Floor, United Building, 177 President Street, Germiston, namely:

Certain Erf 247, Rondebult Township, Registration Division IR, for the Province of Gauteng, measuring 991 square metres.

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

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

De Wet-Van der Watt Inc., 1501 Glencairn Building, 73 Market Street, Johannesburg; P.O. Box 10066, Johannesburg, 2000. [Tel. (011) 366-0541.] (Ref. AR/F471.)

Case 1230/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **C. J. Whittaker**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 1 September 1995, and subsequent warrant of execution, the following property will be sold in execution on 8 December 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 432, Alra Park, Nigel, Registration Division IR, Gauteng, measuring 709 (seven one nine) square metres.

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

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

Dated at Nigel on this the 26th day of October 1995.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/mm/N1187.)

CAPE • KAAP

Case 6613/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Peter Douglas Herman**, First Defendant, and
Sheila Charmaine Herman, Second Defendant

Pursuant to the judgment of the above Court granted on 29 September 1995 and a writ of execution issued thereafter, the undermentioned property will be sold in execution at 11:00 on Wednesday, 29 November 1995, at 19 David Atkins Road, Charlesville, Cape, to the highest bidder:

Erf 109467, Cape Town, situated in the Area of the Transitional Metropolitan Substructure Cape Town, Division of the Cape, Western Cape Province, measuring 405 square metres, held by virtue of Deed of Transfer T73207/1988, known as 19 David Atkins Road, Charlesville.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A single-storey brick dwelling under tiled roof consisting of three bedrooms, 1½ bathrooms, lounge, dining-room, TV room, kitchen and garage.

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

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, District of Goodwood, Epping Avenue, Elsie's River.

Signed at Cape Town on this the 16th day of October 1995.

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

Case 18858/94

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

In the matter between **Bank of Lisbon International Limited**, Plaintiff, and **Rashied Adams**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Wynberg, in the above matter, a sale will be held in front of the premises, 26 Velma Road, Retreat, Cape, on Monday, 27 November 1995 at 14:00, of the following immovable property:

Erf 82254, Cape Town, at Retreat in the Municipality of Cape Town, Cape Division, in extent 561 square metres.

Being one brick dwelling, consisting of ± three bedrooms, bathroom, kitchen, dining-room, lounge and half-completed garage.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots 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. 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 purchaser may, however, at his option, pay a deposit of 10% (ten per cent) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for the interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the offices of the Sheriff for the Magistrate's Court, Wynberg.

Dated at Cape Town on this day of October 1995.

Herbststeins, 17th Floor, 2 Long Street, Cape Town. (Tel. 418-3333.) (Ref. BH/dee/23605.)

Saak 5853/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Nedcor Bank Bepers**, Eksekusieskuldeiser, en **C. J. Bodenstein**, Eerste Eksekusieskuldenaar, en
J. J. Lambrechts, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Bellville, en lasbrief vir eksekusie teen goed gedateer 29 Junie 1995, sal die ondervermelde eiendom op 30 November 1995 om 10:00, te Tafelbergweg 10, Kraaifontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Erf 12784, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 271 vierkante meter, gehou kragtens Transportakte T44399/1992.

Bestaande uit oopplan sitkamer, kombuis, drie slaapkamers en badkamer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bellville, nagesien word.

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

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. LVT/E17608.)

Case 23102/94

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

In the matter between **The Standard Bank of S.A. Limited**, Execution Creditor, and **Hwabibi Ebrahim**, First Execution Debtor, and **Ebrahim Suleman Ebrahim**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 11 November 1994, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on Tuesday, 21 November 1995 at 14:00:

Erf 108845, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent four hundred and eighty-three (483) square metres, held by Deed of Transfer T42980/1991.

Street address: 22 Rylands Road, Rylands Estate, Athlone, Cape.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Lounge/dining-room, dining-room, kitchen, laundry, four bedrooms, bathroom and shower, two toilets and showers, garage, servants' quarters, toilet and shower.

(3) The full complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg.

(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 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

H. Mohamed & Associates, Attorneys for Execution Creditor, NRB House, 42 Old Klipfontein Road, Athlone. (Ref. Coll/sg15/55587/94.)

Case 12947/94

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **Martin William Klink**, Defendant

The following will be sold in execution on 30 November 1995 at 11:00, in front of the Magistrate's Court for the District of Goodwood, to the highest bidder:

Erf 3775 (portion of Erf 1488), Matroosfontein, 116 (one hundred and sixteen) square metres, held by Deed of Transfer T12781/92, situated at 36 Andrew Street, Valhalla Park.

1. The following improvements are reported but not guaranteed: Dwelling: Tile roof, brick building, lounge/dining-room/TV-room, kitchen, three bedrooms 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 19.50% (nineteen comma five naught per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z00335.)

Saak 2901/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **L. J. Coetzee**, Eksekusieskuldenaar

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Humansdorp, en lasbrief vir uitwinning, gedateer 7 Augustus 1995, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, op Vrydag, 8 Desember 1995 om 10:30, aan die hoogste bieder:

Erf 1817, Jeffreysbaai, in die gebied van die Jeffreysbaai Oorgangsraad, afdeling Humansdorp, groot 890 (agthonderd-en-negentig) vierkante meter, ook bekend as Waxtreestraat 9, Wavecrest Jeffreysbaai, gehou kragtens Transportakte T2228/1975.

Terme:

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

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskapleningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne 30 (dertig) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband hiermee gegee word nie: Geen.

Die verkoopvoorwaardes sal voor die aanvang van die veiling voorgelees word en sal by die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, ten insae lê.

Geteken te Jeffreysbaai op 16 Oktober 1995.

C. W. Malan & Co., Prokureurs vir Eksekusieskuldeiser, Da Gamaweg 27, Jeffreysbaai, Posbus 273, Jeffreysbaai, 6330.
[Tel. (0423) 93-1053.]

Saak 6949/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Fidelity Bank**, Eiser, en **Christoffel Petrus Sieberhagen**, Eerste Verweerder, en **Lorna Ann Sieberhagen**, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die Landdroshof, Bellville gedateer 18 Julie 1995, sal die hiernabeskrewe vaste eiendom op Dinsdag, 28 November 1995 om 12:00, op die perseel te D'Urban Close 7, Bothasig, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 19177, gedeelte van Erf 2471, Milnerton, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Milnerton, Administratiewe distrik Kaap, provinsie Wes-Kaap, groot 316 (drie een ses) vierkante meter, gehou kragteris Transportakte T31481/94.

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 koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 17,05% of sodanige ander rentekoers as wat deur Verweerders betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir Vonnisiskuldeiser voorsien van 'n bank- of bouverenigingwaarborg 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 verder voorwaardes ter insae lê by die kantore van die Balju, Goodwood en/of die kantore van Smit Kruger & Potgieter, Wellingtonweg 32, Durbanville.

Gedateer te Durbanville hierdie 17de dag van Oktober 1995.

A. D. Kruger, vir Smit Kruger & Potgieter, Wellingtonweg 32, Posbus 33, Durbanville, 7550.

Case 2625/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Roderick Alberts**, First Defendant, and **Brenda Alberts**, Second Defendant

In execution of the judgment of the Magistrate's Court for the District of Kuils River in the above matter, a sale will be held in front of the premises situated at 59 Mirage Avenue, Constantia Park, Eerste River, on 28 November 1995 at 11:00, of the following property:

Erf 4254, Eersterivier, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 400 (four hundred) square metres, held by Deed of Transfer T45806/1991.

The property consists of one single brick dwelling under tiled roof comprising of two bedrooms, lounge, kitchen and bathroom/toilet.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. 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 purchaser may, however, at his/her option pay a deposit of 10% (ten per cent) of the purchase price immediately and the balance against registration of transfer, in which event he/she will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

Case 3963/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mr L. G. Rhode**, First Defendant, and **Mrs A. F. Rhode**,
Second Defendant

In pursuance of the judgment of the Magistrate's Court, Stellenbosch, dated 22 February 1993, and a warrant of execution, the property listed hereunder will be sold in execution on 12 December 1995 at 09:30, at 16 Taaibos Street, The Ridge, Stellenbosch:

Erf 10512, Stellenbosch, in the Municipality and Administrative Division of Stellenbosch, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T78752/91.

1. The property shall be sold to the highest bidder and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

2. The purchase price will be payable as follows:

(a) 10% (ten per cent) in cash upon signature of the deed of sale.

(b) The balance upon registration of transfer and for this purpose the purchaser shall furnish the Court Sheriff with a bank or building society guarantee within 14 (fourteen) days of the date of sale.

3. The improvements to the property are as follows: Dwelling-house.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, Stellenbosch.

Louw du Plessis, 76 Andries Pretorius Street, Somerset West. [Tel. (024) 852-1517.]

Saak 29806/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **L. A. van der Mescht**, Verweerder

Kragtens 'n vonnis van die Landdroshof, vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 1 Desember 1995 om 14:15, by die Hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth Suid:

Erf 2597, Mountweg, in die munisipaliteit en afdeling Port Elizabeth, groot 176 (eenhonderd ses-en-sewentig) vierkante meter, gehou kragtens Transportakte T76168/92, ook bekend as Buxtonlaan 85, Kensington, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis is met sinkdak bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 20ste dag van Oktober 1995.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. HB de Jager/em.)

Saak 29800/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **M. A. Britz**, Eerste Verweerder, en **B. S. Britz**, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof, vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 1 Desember 1995 om 14:15, by die Hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth Suid:

Erf 2670, Fairview, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 270 (tweehonderd en sewentig) vierkante meter, gehou kragtens Transportakte T96554/93, ook bekend as Watermeyer Plek 14, Pine Glades, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis is met teëldak bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 20ste dag van Oktober 1995.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. HB de Jager/em.)

Case 1569/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **R. A. Cole**, First Judgment Debtor, and **Mrs S. J. P. Cole**, Second Judgment Debtor

Be pleased to take notice that the undermentioned immovable property will be sold in auction on Wednesday, 6 December 1995 at 11:00, on the property at 6 Merry Lane, Van der Stel, Strand:

Erf 15283, The Strand, 6 Merry Lane, Van der Stel, Strand.

Please take notice that the conditions of sale will lie for inspection at the Sheriff of the Court, Strand and will be read out prior to the sale.

The property which will be put up to auction consists of:

Property description: Three bedrooms, kitchen, dining-room, toilet, bathroom, no garage and no outbuildings.

Take notice that 10% (ten per centum) of the purchase price is to be paid in cash and the balance be secured by a bank-guarantee within 14 (fourteen) days after date of sale.

H. L. N. Joubert, for W. P. Holder Boiskin & Viljoen, Attorney for Plaintiff, Van der Stel Building, Galloway Square, Strand, 7140, P.O. Box 40. [Tel. (024) 53-1027.] (Ref. CVA/N53S/001.)

Case 44810/94

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Michel Jean-Pierre Bocken**

The following property will be sold in execution at the site of the property, 23 Whitesands Street, Hout Bay, Western Cape, on Wednesday, 13 December 1995 at 12:00, to the highest bidder:

Erf 5554, Hout Bay, in extent 270 square metres, held by T81422/1993, situated at 23 Whitesands Street, Hout Bay, Western Cape.

1. The following improvements are reported but not guaranteed: *Triple-storey unit:* Entrance, lounge, dining-room, study, kitchen, four bedrooms, bathroom/toilet, two bathroom/shower/toilet and tandem 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 18,25% (eighteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank 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 Riebeeck Street, Cape Town. (Ref. 124597/gt.)

Case 9920/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Abrahams Property Development Company (Proprietary) Limited**

The following property will be sold in execution at the site of the property, 33 Cabral Street, Kleinvlei Annex, Western Cape, on Wednesday, 6 December 1995 at 09:00, to the highest bidder:

Erf 3723, Kleinvlei, in extent 1 050 square metres, held by T71681/89, situated at 33 Cabral Street, Kleinvlei Annex, Western Cape.

1. The following improvements are reported but not guaranteed: Shopping complex comprising superette and four shops.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,25% (eighteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank 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 Riebeeck Street, Cape Town. (Ref. 134569/gt.)

Case 1232/95

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

In the matter between **NBS Bank Limited** (Reg 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **John Christian Stokes**, First Defendant, and **Aletta Francina Stokes**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 24 March 1995, the property listed hereunder, and commonly known as Erf 3, Point Road, Pringle Bay, will be sold in execution at the premises on Friday, 1 December 1995 at 11:00, to the highest bidder:

Erf 3, Pringle Bay, in the Municipality of Hangklip, Division of Caledon, in extent 1 138 square metres.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Caledon, 26 Meul Street, Caledon. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 16th 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.1886.)

Case 18941/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (**Reg. No. 87/01384/06**), Plaintiff, and **The Trustees**

for the time being of the Newlands Trust, First Defendant, and **Stylianios Kammitis**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 11 August 1995, the property listed hereunder, and commonly known as E14 Dolphin Beach, Marine Drive, Table View, will be sold in execution at the premises on Thursday, 30 November 1995 at 11:30, to the highest bidder:

Unit consisting of:

1. (a) Section 14 as shown and more fully described on Sectional Plan SS234/92, in the scheme known as Dolphin Beach in respect of the land and building or buildings situated at Milnerton, in the Municipality of Milnerton, of which the floor area, according to the said sectional plan is 158 square metres in extent; and

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

2. (a) Section 116 as shown and more fully described on Sectional Plan SS234/92, in the scheme known as Dolphin Beach in respect of the land and building or buildings situated at Milnerton, in the Municipality of Milnerton, of which the floor area, according to the said sectional plan is 20 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.

3. (a) Section 117 as shown and more fully described on Sectional Plan No. SS234/92, in the scheme known as Dolphin Beach in respect of the land and building or buildings situated at Milnerton, in the Municipality of Milnerton, of which the floor area, according to the said sectional plan is 6 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.

4. (a) Section 118 as shown and more fully described on Sectional Plan SS234/92, in the scheme known as Dolphin Beach in respect of the land and building or buildings situated at Milnerton, in the Municipality of Milnerton, of which the floor area, according to the said Sectional Plan is 17 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 ST10956/92.

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

A flat built of brick, 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% 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, Cape Town, Mandatum Building, Barrack Street, Cape Town. 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.1819.)

Case 11190/95

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 **Christian George Battis**, First Defendant, and **Rosy Magret Battis**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 29 August 1995, the property listed hereunder, and commonly known as 43 Ottello Crescent, Eastridge, Mitchells Plain, will be sold in execution at the premises on Tuesday, 28 November 1995 at 10:00, to the highest bidder:

Erf 31694, Mitchells Plain, in the Municipality of Cape Town, Division of the Cape, in extent 200 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 two toilets.

The conditions of sale:

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the 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.2010.)

Case 4053/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (**Reg. No. 87/01384/06**), Plaintiff, and **Ernest Alfred Jan Beyers**, First Defendant, and **Valerie Beyers**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 11 July 1995, the property listed hereunder, and commonly known as 21 Hadedra Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Monday, 27 November 1995 at 12:00, to the highest bidder:

Erf 8026, Blue Downs, situated in the Local Area of Blue Downs, Division of Stellenbosch, in extent 312 square metres.

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

Single-storey residence built of cement blocks 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% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 16th 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.1976.)

Case 3844/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Gustav Andre Philander**, First Defendant, and **Marie Philander**, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Bellville, and writ of execution dated 16 March 1995, the property listed hereunder, and commonly known as 10 Ashley Way, Belhar, will be sold in execution in front of the Magistrate's Court, Bellville, on Wednesday, 29 November 1995 at 10:00, to the highest bidder:

Erf 32851, Bellville, in the Local Area of Belhar, Cape Division, in extent 191 square metres.

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

Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 16th 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.1921.)

Case 4866/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST**

In the matter between **The Standard Bank of South Africa Limited**, Judgment Creditor, and **Miss L. V. Williams**, Judgment Debtor

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Somerset West, dated 18 November 1993, and a warrant of execution, the following property will be sold in execution on Tuesday, 28 November 1995 at 11:00, at the property, namely, Erf 4489, Somerset West, situated in the Municipality of Somerset West, Stellenbosch Division, measuring 2 573 (two thousand five hundred and seventy-three) square metres, and also known as 3 Erica Avenue, Westridge, Somerset West, and held by Deed of Transfer T21524/1994.

The property shall be sold to the highest bidder, without reserve and the sale will be subject to the provisions of the Magistrates' Courts Act as amended and the rules made thereunder. The purchase price will be payable as follows:

1. One tenth ($\frac{1}{10}$) of the purchase price in cash or by means of a bank-marked cheque to the Sheriff of the Magistrate's Court, for the account of the Execution Creditor, such payment to be made on the day of the sale.

2. The balance of the purchase price to be paid in cash against registration of transfer, which is to be given and taken forthwith. The purchaser shall within 14 (fourteen) days after the date of sale furnish to the Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under the conditions of sale.

3. In addition, the purchaser shall pay interest to the present Bondholder, namely, ABSA Bank, at the current rate of interest calculated on the balance owing under the Mortgage Bond. Such interest calculated from date of sale to date of registration of transfer shall be paid by the purchaser to the bondholder's attorneys.

The improvements to the above property are as follows: A brick dwelling-house under tiles consisting of a kitchen, dining-room, lounge, three bedrooms, study, two bathrooms, toilet, double garage and servants' quarters.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Somerset West.

Dated at Somerset West this 20th day of October 1995.

Havenga & Smith-Symms, Attorneys for Judgment Creditor, 11 Caledon Street, Somerset West. (Ref. C. V. Smith-Symms:CVDV:SS958.)

Saak 2125/95

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Sound Centre**, Eiser, en **Moenier Tiry**, Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie uitgevoer op 15 Augustus 1995 sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 7 Desember 1995 om 11:00, te Landdroshof, Durbanstraat, Uitenhage:

Sekere stuk grond synde Erf 15924, Uitenhage, geleë in die munisipaliteit (nou plaaslike oorgangsraad), Uitenhage, afdeling Uitenhage, groot 1 672 vierkante meter.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Gibbonstraat 27A, Uitenhage, met sekere verbeterings daarop aangebring.

Voorwaardes van verkoop:

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

2. Die koopprijs moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant by ondertekening van hierdie voorwaardes en betaalbaar aan die Balju vir die Landdroshof, asook Balju vir die Landdroshof se afslersfooi.

2. (b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborg ten gunste van die Vonniskskuldeiser en/of sy genomineerdes by die Balju vir die Landdroshof, ingehandig te word binne een-en-twintig (21) dae na datum van verkoping, welke waarborge op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Al die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid.

Gedateer te Uitenhage op hede die 18de dag van Oktober 1995.

Baard Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14B, Posbus 903, Uitenhage, 6230.

Saak 11562/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Bepark**, Eiser, en **T & K Rass**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 16 November 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Schoonerstraat 2, The Vines, Eersterivier, per publieke veiling te koop aangebied op 6 Desember 1995 om 10:00:

Erf 3871, Eersterivier, ook bekend as Schoonerstraat 2, The Vines, Eersterivier, afdeling Stellenbosch, groot 300 vierkante meter, gehou kragtens Transportakte T10741/90.

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 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 bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3.(b) Indien die transport van die eiendom nie binne een maand van die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16,00% (sestien komma nul nul persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslersgelde 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 Vonniskskuldeiser asook Belasting op Toegevoegde-Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier en by die kantoor van die ondervermelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ERN346.)

Saak 7819/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **NBS Bank Beperk**, Eiser, en **Joan Christowitz Family Trust**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Goodwood gedateer 31 Augustus 1995 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te D'Urban Slot 4, D'Urbanweg, Bothasig, per publieke veiling te koop aangebied op 13 Desember 1995 om 12:00:

Erf 19174, gedeelte van Erf 2471, Milnerton, ook bekend as D'Urban Slot 4, D'Urbanweg, Bothasig, afdeling Kaap, groot 287 vierkante meter, gehou kragtens Transportakte T31483/94.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Goodwood, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3.(a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3.(b) Indien die transport van die eiendom nie binne een maand van die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16,25% (sestien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde-Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Goodwood, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ECN445.)

Case 9240/95

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank)(formerly S A Permanent Building Society), Execution Creditor, and **S. H. Langbooi**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 13 September 1995 and in pursuance of an attachment in execution dated 19 September 1995 a sale by public auction will held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 23 November 1995 at 11:00, of the following immovable property situated at 111 Pappegaai Street, Rosedale:

Being Erf 16047, Uitenhage, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 481 square metres, held by Sydney Henry Langbooi, under Deed of Transfer T51253/86.

And subject to the conditions referred to therein.

Zoned: Residential.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single-storey detached conventional dwelling under concrete tiles with lounge, three bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff (auctioneers) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from the date of sale.

Dated at Uitenhage on this the 5th day of October 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Wynberg Case 47285/89

SALE IN EXECUTION

Nedcor Bank Limited versus B. W. T. de Jongh

The property: 40424 Cape Town, at Athlone, situated in the City of Cape Town, Cape Division, in extent 625 square metres, situated at 36 Elwyn Road, Lincoln Estate.

Improvements (not guaranteed): Brick walls, asbestos roof, lounge, kitchen, three bedrooms, bathroom and w.c.

Date of sale: 29 November 1995 at 10:00.

Place of sale: 36 Elwyn Road, Lincoln Estate.

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 3217/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Wulf's Property Trust CC**, Defendant

In the above matter a sale will be held on Wednesday, 22 November 1995 at 13:00, at the site being 7 Spearhead Road, Marina da Gama:

Erf 94178, Cape Town, at Muizenberg, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in the Province of the Western Cape, measuring five hundred and ninety-five (595) 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 ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Three bedrooms, two bathrooms, dining-room, lounge, kitchen and double garage, under tiled roof.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court Simon's Town and at the offices of the undersigned.

Dated at Grassy Park this 16th day of October 1995.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 391-1485/3808.) (Ref. PS/mr.)

Case 4755/94

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

In the matter between **Saambou Bank Limited** (formerly Saambou National Building Society), Execution Creditor, and **L. L. Kasibe**, First Execution Debtor, and **M. H. Kasibe**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 18 May 1995 and in pursuance of an attachment in execution dated 24 May 1995, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 23 November 1995 at 11:00, of the following immovable property situated at 49 Kinikini Street, kwaNobuhle:

Zoned: Residential, being Erf 2801, kwaNobuhle, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 364 square metres, held by Lungile Lesley Kasibe and Meisie Honjiswa Kasibe, under Deed of Transfer TL886/1, and subject to the conditions referred to therein.

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

Single storey detached conventional dwelling under asbestos roof with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff of the Court within 14 (fourteen) days from the date of the sale.

Dated at Uitenhage on this 18th day of October 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 19275/95

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

Nedcor Bank Limited versus E. Solomons; S. Osman & J. Osman

The property: Erf 34639, Cape Town at Athlone, situated in the City of Cape Town, Division of the Cape, in extent 495 square metres, situated at 57 First Avenue, Belgravia.

Improvements (not guaranteed): Brick walls, zinc roof, lounge, kitchen, two bedrooms, bathroom and w.c.

Date of sale: 30 November 1995 at 10:00.

Place of sale: 57 First Avenue, Belgravia.

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 49631/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****Nedcor Bank Limited versus Neels Engelbrecht, married in COP to Doreen Engelbrecht**

The property: Erf 17293, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 207 square metres, situated at 20 Hydramgea Street, Lentegeur, Mitchells Plain.

Improvements (not guaranteed): Single dwelling with asbestos roof, brick walls, consisting of kitchen, toilet/bathroom, three bedrooms and lounge.

Date of sale: 29 November 1995 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of 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, Mitchells Plain North, at Rocklands, Medical Centre, Park Avenue, Rocklands, Mitchells Plain.

Dated at Claremont on the 5th day of October 1995.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 10511/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****Nedcor Bank Limited versus Gamat Adams**

The property: 1746 Weltevreden Valley, situated in the Local Area of Weltevreden Valley, in extent 428 square metres, situated at 15 Cassino Road, Colorado Park, Mitchells Plain.

Improvements (not guaranteed): Tiled roof, brick wall-building, consisting of three bedrooms, toilet, bathroom, open-plan dining-room, lounge, kitchen, garage and room.

Date of sale: 29 November 1995 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of 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, Mitchells Plain North, at Rocklands, Medical Centre, Park Avenue, Rocklands, Mitchells Plain.

Dated at Claremont on the 5th day of October 1995.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 14476/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****Nedcor Bank Limited versus Master's representative in the joint estate of the late Hazel Dorothy Jones and surviving spouse John Elias Jones**

The property: Erf 25918, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 190 square metres, situated at 48 Kameeltjie Street, Lentegeur, Mitchells Plain.

Improvements (not guaranteed): Semi-detached dwelling built with bricks under a tiled roof and partly asbestos, consisting of approximately kitchen, four bedrooms, dining-room, lounge, en suite and toilet/bathroom (i.e. en suite, bedroom and dining-room are additions).

Date of sale: 29 November 1995 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of 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, Mitchells Plain North, at Rocklands, Medical Centre, Park Avenue, Rocklands, Mitchells Plain.

Dated at Claremont on the 5th day of October 1995.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 21956/95

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

Nedcor Bank Limited versus J. G. M. Petersen

The property: 61703 Cape Town, at Lansdowne, situated in the City of Cape Town, Cape Division, in extent 780 square metres, situated at 32 Blomvlei Road, Lansdowne.

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, lounge, two kitchens, two bathrooms, three bedrooms and garage.

Date of sale: 27 November 1995 at 10:00.

Place of sale: 32 Blomvlei Road, Lansdowne.

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 Auctioneers, 21 Paarden Eiland Road, Paarden Eiland.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 8016/95

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Christopher Hart Bennett and Mary Elizabeth Granger Bennett**

The following property will be sold in execution by public auction held at 68 Palmyra Road, Newlands, to the highest bidder on 28 November 1995 at 12:00:

Remainder of Erf 97138, Cape Town, at Newlands, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 850 (eight hundred and fifty) square metres, held by Deed of Transfer T29639/93, situated at 68 Palmyra Road, Newlands.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, lounge/dining-room, kitchen, bathroom, toilet and double garage.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town this 6th day of October 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Saak 1116/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Jacobus Johannes Minnaar**, Eerste Vonnisskuldenaar, en **Lena Minnaar**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Wellington, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 28 November 1995 om 10:00, te Bainstraat 95, Wellington:

Restant Erf 1169, Wellington, in die munisipaliteit, Wellington, afdeling Paarl, groot 948 (negehonderd agt-en-veertig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T75549/94, en geleë te Bainstraat 95, Wellington.

Die volgende verbeteringe word aangegee maar nie gewaarborg nie: Woning bestaande uit sitkamer, eetkamer, drie slaapkamers, twee badkamers en kombuis, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die Transportakte ten opsigte van die eiendom.

2. Die volle koopprys plus afslaerskommissie is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordagkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Wellington.

Datum: 23 Oktober 1995.

Gedateer te Paarl hierdie 10de dag van November 1995.

Gaum-Le Roux, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 3445/95

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

In the matter between **Investec Bank Limited**, Plaintiff, and **Fatima Geyer**, Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Strand, dated 18 August 1995, and writ of execution dated 18 August 1995, the following will be sold in execution on 22 November 1995 at 11:00, at the site, being:

Erf 3269, Gordons Bay, in the area of the Transitional Metropolitan Substructure of Gordons Bay, Division of Stellenbosch, Western Cape Province, in extent 488 (four hundred and eighty-eight) square metres, also known as 4 Calypso Way, Gordons Bay.

The following improvements are reported to the property but not guaranteed: A dwelling consisting of three rooms, kitchen, dining-room, bathroom/toilet and garage.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed insofar as these are applicable.

2. Payment:

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

2.3 Interest shall be paid on—

2.3.1 The amount of the Plaintiff's claim at the rate of 18,25% (eighteen comma two five per centum) for each month or part thereof from the date of the sale to date of registration of transfer.

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. Full conditions of sale: The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 18th day of October 1995.

K. Sloth-Nielsen, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

Case 12102/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Magistrate's Representative **N. V. Ngcongca**, in the estate of the late **Bongani Ngcongca**

The property: All right, title and interest in the leasehold in respect of Erf 28872, Khayelitsha, in the area of the City Council of Lingeletu West, Cape Division, in extent 181 (one hundred and eighty-one) square metres, situated at 22 Ntengu Street, Phakamisa, Khayelitsha:

Improvements (not guaranteed): Single-dwelling under asbestos tiled roof consisting of approximately lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and handbasin.

Date of sale: 30 November 1995 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 (two thousand five hundred rand) in cash or by bank cheque upon signature of the conditions of sale: 10% (ten per centum) of the purchase price less the sum of R2 500 (two thousand rand five hundred) in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha, at Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 17th day of October 1995.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 12221/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **ABSA Bank Limited**, Plaintiff, and **Desmond Jacob White**, First Defendant, and **Shirley Margaret White**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 23 August 1995, and a writ of execution dated 31 August 1995, the property listed hereunder will be sold in execution on Friday, 24 November 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 597, Parsonsvlei, Municipality and Division of Port Elizabeth, measuring 867 (eight hundred and sixty-seven) square metres, situated at 26 Hankey Avenue, Bridgemead, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single-storey, brick under tile, private dwelling with kitchen, entrance hall, lounge, dining-room, family-room, three bedrooms, bathroom with w.c., en suite shower and w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds, insofar as these are applicable.

2. 10% (ten per centum) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per centum) interest thereon per annum shall be secured within 14 (fourteen) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this 16th day of October 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case 31192/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Aurey Billy Christiaan Winterburg**, First Defendant, and **Desiree Denise Winterburg**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 18 October 1993, the property listed hereunder will be sold in execution, on Friday, 24 November 1995 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 9022, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 300 (three hundred) square metres, situated at 21 Mistletoe Crescent, Bethelsdorp Extension 34, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

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

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Saak 617/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Bellville Mark**, Eksekusieskuldeiser, en **mnr. P. Bothma**, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdroshof van die distrik Kuilsrivier en lasbrief vir eksekusie teen goed met datum 29 Maart 1995, sal die ondervermelde eiendom op 30 November 1995 om 11:00, te Rugby Parksingel 58, Kraaifontein, aan die hoogste bieder verkoop word, naamlik:

Erf 13849, Kraaifontein, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Kraaifontein, afdeling Paarl, Provinsie Wes-Kaap, groot 113 vierkante meter, gehou kragtens Transportakte T16157/94, ook bekend as Rugby Parksingel 58, Kraaifontein.

Die volgende verbeterings word beweer op die eiendom te wees, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Kombuis, twee slaapkamers, sitkamer, badkamer en motorhuis.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdros wet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprys in kontant op die dag van die verkoping aan die Balju van die Landdroshof betaal. Die res moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouvereniging waarborg, betaalbaar teen registrasie van transport. Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Balju, Landdroshof, Kuilsrivier en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Geteken te Bellville op hierdie 13de dag van Oktober 1995.

Du Preez Van der Merwe & Kie., Prokureurs vir Eksekusieskuldeiser, Prospect Place 102, Durbanweg 132, Bellville, 7530. (Verw. DUPVDM/cvdb/B118.)

Case 8186/95

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

In the matter between **Fidelity Bank Limited**, Plaintiff/Execution Creditor, and **Nomvuyo Iris Mtembu**, in her capacity as executrix of the estate late Mtutuzeli William Mtembu, First Defendant/Execution Debtor, and **Nomvuyo Iris Mtembu**, Second Defendant/Execution Debtor

In execution of the judgment of the Magistrate's Court of Goodwood in the above matter, a sale will be held on Wednesday, 29 November 1995 at 12:00, at Zone 9, No. 17, Langa, Cape, of the following immovable property:

Certain land situated at Erf 3835, Langa, in the Transitional Metropolitan Substructure of Ikapa, Cape Division, Province of the Western Cape, measuring 294 (two hundred and ninety-four) square metres, held by Certificate of Ownership TE70750/92, also known as Zone 9, No. 17, Langa, Cape.

The following information is furnished re the improvements but in this regard nothing is guaranteed: Asbestos roof, brick walls, TV room, kitchen, two bedrooms and bathroom.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by way of a bank or building society guarantee cheque on the day of the sale and the balance [with interest at the rate of 18,25% (eighteen comma two five per centum) per annum from the date of sale to the date of registration of transfer] against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Goodwood.

Dated at Cape Town this 19th 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/45908.)

Case 5823/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Melvyn Claude Riley**,
First Execution Debtor, and **Marilyn Penelope Coleen Riley**, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain, in the above matter, a sale will be held on Wednesday, 6 December 1995 at 10:00, in front of the Mitchells Plain Magistrate's Court-house:

Erf 2062, Mandalay, Division of the Cape, situated at 45 Park Road, Montclar, Mitchells Plain, measuring 379 (three hundred and seventy-nine) square metres, held by Title Deed T10857/94 dated 18 February 1994.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Mitchells Plain. (Tel. No. 391-4370.)

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z00036.)

Saak 2031/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **J. R. Philander**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 26 April 1995, sal die hieronder vermelde eiendom verkoop word op 8 Desember 1995 om 11:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 12254, Worcester, afdeling Worcester, groot 340 vierkante meter, gehou kragtens Akte van Transport T88790/94, bekend as Sohngelaan 87, Esselen Park, Worcester, 6850.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik:

Losstaande enkelverdiepingwoonhuis, drie slaapkamers, kombuis, badkamer, stort en toilet, sitkamer, eetkamer, motor-afdak, asbesdak en draad omheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Worcester en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

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

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. QP0176.)

Saak 8270/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Roger Osborn Eksteen**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 27 November 1995 om 11:00, op die perseel:

Erf 2246, Blue Downs, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Melton Rose, Blue Downs, afdeling Stellenbosch, Provinsie Wes-Kaap, groot 294 vierkante meter, gehou kragtens Transportakte T43786/93, ook bekend as Thomas Tuckerstraat 55, The Conifers, Blue Downs.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshof, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 18,75% (agtien komma sewe 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, drie slaapkamers, badkamer, toilet, kombuis en sitkamer.

Buitegebou: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 13de dag van Oktober 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak 1127/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Hermanus Munisipaliteit**, Eiser, en **A. F. May**, Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus, en 'n lasbrief vir eksekusie, sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 1 Desember 1995 om 09:00, by die Landdroshofkantoor:

Erf 220, Hawston, geleë te Falconclose 220, Hawston, groot 843 (agthonderd drie-en-veertig) vierkante meter, gehou kragtens Transportakte T6159/1979.

Die verbetering op die eiendom bestaan uit 'n leë erf.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Tien persent (10%) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.

Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Guthrie & Theron, Prokureur vir Eiser, Hoofweg 77, Hermanus, 7200.

SALE IN EXECUTION

Nedcor Bank Limited versus O. Davids

Goodwood Case 13141/94

The property: Erf 109287, Cape Town, in the Municipality of Cape Town, Cape Division, in extent 405 square metres, situated at 59 David Atkins Street, Charlesville.

Improvements (not guaranteed): Brick walls, lounge, kitchen, four bedrooms, bathroom and toilet.

Date of sale: 28 November 1995 at 11:00.

Place of sale: 59 David Atkins Street, Charlesville.

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 conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of 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, Goodwood, and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 9653/95

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

In the matter between **Nedcor Bank Limited**, Execution Creditor and **L. M. Petrus**, First Execution Debtor, and **M. Mohamed**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 19 September 1995, and in pursuance of an attachment in execution dated 21 September 1995, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 23 November 1995 at 10:00, of the following immovable property, situated at 29 Molteno Street, Uitenhage:

Zoned: Residential.

Being Remainder Erf 5527, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 861 square metres, held by Loretta Marina Petrus and Madeega Mohamed, under Deed of Transfer T83207/94, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single-storey detached conventional dwelling under asbestos with lounge, three bedrooms, dining-room, bathroom and single garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) auctioneer's charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 9th day of October 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 8650/95

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Naomi Landman**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 8 September 1995 and in pursuance of an attachment in execution dated 15 September 1995, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 23 November 1995 at 11:00, of the following immovable property situated at 4 Mable Street, Despatch:

Being Erf 224, Despatch, in the area of Despatch Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 1 249 square metres, zoned Residential, held by Naomi Landman under Deed of Transfer T26790/1987, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under iron/asbestos roof with lounge, TV room, dining-room/bar, three bedrooms, kitchen, bathroom, single garage, servants' quarters and swimming-pool.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 9th day of October 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 9434/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Fidelity Bank Beperk**, Eiser, en **Julius Weiland Steyn**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 28 November 1995 om 10:00, op die plek te Keurboomlaan 34, Amandelrug, Kuilsrivier:

Erf 4257, Kuilsrivier, in die munisipaliteit Kuilsrivier, afdeling Kaap, groot 980 vierkante meter, gehou deur die Verweerder kragtens Transportakte T20483/94 gedateer 25 Maart 1994.

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 balans van die koopprys tesame met rente daarop teen 18,5% (agtien komma vyf persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit sitkamer, eetkamer, vier slaapkamers, twee badkamers, woonkamer, kombuis, opwaskamer, dubbelmotorhuis en swembad.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandstraat 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 12de dag van Oktober 1995.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/ac.)

Case 3481/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **Metek (Pty) Ltd**, Plaintiff, and **Bobby van der Walt**, Defendant

In pursuance of a judgment in the Court of the Magistrate of East London and a warrant of execution dated 29 August 1995, the property listed hereunder will be sold in execution on 29 November 1995 at 09:30, at 22 Suffolk Road, Berea, East London, to the highest bidder:

Erf 9624, Municipality and Division of East London, in extent 887 square metres, held under Deed of Transfer T3636/1984, situated at 22 Suffolk Road, Berea, East London.

Conditions of sale: The property shall be sold to the highest bidder without reserve and the sale shall be subject to the provisions of the Magistrates' Courts Act. The purchase price shall be paid as to a deposit of 10% (ten per cent) on the date of the sale and the balance, together with interest, shall be paid or secured by an approved guarantee within 14 (fourteen) days of the date of the sale.

Dated at East London on this 6th day of October 1995.

Cooper Conroy Bell & Richards, Plaintiff's Attorneys, Second Floor, Allied Building, 7 Buxton Street; P.O. Box 136, East London. (Tel. 2-4837.) (Ref. Mr Richards/jj/EMV007.)

Case 7129/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Limited**, Plaintiff, and **Geoffrey van der Westhuizen**, First Defendant, and **Matilda Wilscott**, Second Defendant

The undermentioned property will be sold in execution at the premises at 27 Mediterranean Street, Eerste River, on 28 November 1995 at 12:00:

Erf 4552, Eerste River, situated in the area of the Transitional Metropolitan Substructure, Melton Rose/Blue Downs, Division of Stellenbosch, Western Cape Province, in extent 259 (two hundred and fifty-nine) square metres, comprising tiled roof, two bedrooms, lounge, kitchen, bathroom and toilet.

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 Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, corner of Teddington and De Lange Streets, Bellville. (Tel. 945-3646.) (Ref. K. G. Kemp/lvs/19606.)

Saak 8640/95**IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY**

In die saak tussen **Saambou Bank**, Eiser, en **M. E. Leburu**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros Kimberley op 11 September 1995 en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 30 November 1995 om 10:00, voor die Landdroskantoor te Kimberley deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 10682, geleë in die dorp Galeshewe, distrik Kimberley, beter bekend as Seditistraat 501, Galeshewe, Kimberley, groot 288 vierkante meter, gehou kragtens Transportakte T3369/92, onderworpe aan Verbandakte B2114/92 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 23ste dag van Oktober 1995.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Saak 156/91

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG OOS-KAAP GEHOU TE MIDDELBURG OOS-KAAP

In die saak tussen **United Bouvereniging**, Eksekusieskuldeiser, en **D. C. F. van Rensburg**, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die bogenoemde Agbare Hof op 18 Maart 1991, sal 'n verkoping gehou word voor die huis geleë te Vorsterweg 29, Middelburg Oos-Kaap, op Vrydag, 24 November 1995 om 10:00, van die ondervermelde eiendom, op voorwaardes wat deur die Balju van die Landdroshof, Middelburg Oos-Kaap, gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Landdroshof, Middelburg Oos-Kaap, ter insae sal lê:

Erf 1308, Middelburg Oos-Kaap, geleë in die Oorgangsraad van Middelburg Oos-Kaap, groot 1 216 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 op die 13de dag van Oktober 1995.

Minnaar & De Kock, Prokureurs vir Eksekusieskuldeiser, Loopstraat 18, Posbus 19, Middelburg Oos-Kaap, 5900.

Saak 16414/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **D. J. Gouws**, Eerste Verweerder, en **J. A. Gouws**, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 1 Desember 1995 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 3564, Hunters Retreat, geleë in die munisipaliteit en afdeling van Port Elizabeth, groot 694 (seshonderd vier-en-negentig) vierkante meter, gehou kragtens Transportakte T84146/92, ook bekend as Lancashiresingel 10, Sherwood, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkel verdieping baksteen woonhuis is bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 24ste dag van Oktober 1995.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 29805/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **C. J. Posthumus**, Eerste Verweerder, en **M. J. Posthumus**, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 1 Desember 1995 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Noord:

Erf 1896, Algoa Park, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 220 (tweehonderd-en-twintig) vierkante meter, gehou kragtens Transportakte T56022/92, ook bekend as Mopanielaan 6, Algoa Park, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n duplex met baksteen mure en asbesplaatdak, twee slaapkamers, sit/eetkamer, kombuis en badkamer en 'n motorafdekking.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 24ste dag van Oktober 1995.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 8595/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Bepersk**, Eiser, en **K & L Malgas**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 21 September 1995 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Medocweg 5, Northpine, Brackenfell, per publieke veiling te koop aangebied op 30 November 1995 om 12:45:

Erf 9062, Brackenfell, ook bekend as Medocweg 5, Northpine, Brackenfell, afdeling Stellenbosch, groot 282 vierkante meter, gehou kragtens Transportakte T18875/89.

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.
3. (b) Indien die transport van die eiendom nie binne een maand van die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18,25% (agtien 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 afslagersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde-Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer 18 Oktober 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN404.)

Case 8668/95
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Raymon Michael Bader**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 5 Windburg Avenue, Devil's Peak, at 09:30, on Thursday, 7 December 1995, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

Erf 529, Vredehoek, in the City of Cape Town, Cape Division, in extent 228 square metres, and situated at 5 Windburg Avenue, Devil's Peak.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A 96 square metre main dwelling consisting of lounge/dining-room/family room, kitchen, two bedrooms, bathroom with water closet, shower and laundry.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the date 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 Montague Gardens on this the 25th day of October 1995.

W. D. Inglis, for Williams Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S2164/5214.)

Case 363/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Standard Bank Limited**, Plaintiff, and **P. Kallides**, Defendant

In pursuance of a judgment in the above Honourable Court of 28 November 1994 and a writ of execution dated 2 December 1994 the following immovable property will be sold in execution on 22 November 1995 at 10:00 at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 2861, King William's Town, Municipality and Division of King William's Town, in extent 1 071 (one thousand and seventy-one) square metres, being 4 Schoombee Place, King William's Town, held by Deed of Transfer T 3046/1991.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorney on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys, offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this the 25th day of October 1995.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Mr P. G. Wood/lrw.)

Saak 18387/95

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH**

In die saak tussen **Saambou Bank Beperk**, Eiser, en **V. C. Moss**, Eerste Verweerder, en **A. M. Moss**, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 1 Desember 1995 om 14:15, by die hoofingang van Nuwe Gereghouse, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 780, Kabega, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 720 (sewehonderd-en-twintig) vierkante meter, gehou kragtens Transportakte T9241/91, ook bekend as Avondaleweg 82, Kabega Park, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkel verdieping baksteen woonhuis is met teëldak bestaande uit drie slaapkamers, sitkamer, kombuis en badkamer en buitegeboue bestaande uit 'n enkel garage en bediendekamer.

10% (tien persent) van die koopprijs sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 23ste dag van Oktober 1995.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 1854/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Estelle Hendrica Hugo**, Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 1 Desember 1995 om 10:00, by die Landdroskantoor, Louis Fourieweg, Mosselbaai, 6500, per publieke veiling geregtelik verkoop word, naamlik:

Erf 7411, Mosselbaai, in die munisipaliteit van Mosselbaai, afdeling Mosselbaai, provinsie Wes-Kaap, groot 922 vierkante meter.

Verbeterings: Drie slaapkamers, kombuis, sitkamer, twee badkamers en drie motorhuise.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een-tiende ($\frac{1}{10}$) van die koopprijs moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprijs, tesame met 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 14 (veertien) dae na die veilingsdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge, diensgelde, belasting op toegevoegde waarde, afslaskommissie en enige bykomende koste.

4. 'n Verband is beskikbaar aan 'n goedgekeurde koper.

5. Die verkoping geskied volgens die voorwaardes wat ter insae lê by die kantoor van die Balju, Montagustraat 99, Mosselbaai, 6500.

Gedateer te Mosselbaai hierdie 30ste dag van Oktober 1995.

Kotze & Oosthuizen, Prokureurs vir Eiser, Powriestraat 5, Posbus 206, Mosselbaai, 6500.

Case 26744/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Port Elizabeth Municipality**, Execution Creditor, and **J. Coetzee**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate's Court of Port Elizabeth, dated 30 September 1993 and a writ of execution dated 23 June 1994 of the property listed hereunder will be sold in execution on Friday, 1 December 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 4662, Gelvandale, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer T26990/192, measuring 181 square metres, situated at 108 Reginald Road, Gelvandale, Port Elizabeth.

Improvements: Although not guaranteed, it consists of private dwelling, two bathrooms, bath/w.c., lounge and kitchen/dining-room, zoning in terms of the Port Elizabeth Municipal Zoning Scheme, the property zoned for Residential purposes.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds insofar as these are applicable.

2. (a) The purchaser, other than the Plaintiff of bondholder, shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 15,5% (fifteen comma five per centum) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of Standard Bank of South Africa (whichever is the greater) from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per centum) on the first R20 000 and 3% (three per centum) on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth West.

Dated at Port Elizabeth this the 25th day of October 1995.

McWilliams, Elliot & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 14735/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus *Executor of Estate late: Mbongeni Bramwell Rhoxo*, and surviving spouse:
Thozama Muriel Rhoxo

The property: All right, title and interest in the leasehold in respect of Erf 4234, Khayelitsha, situated in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 217 square metres, situated at H56 Khayelitsha.

Improvements (not guaranteed): Single dwelling under an asbestos sheeting roof consisting of approximately lounge/dining-room, kitchen, three bedrooms and bathroom/toilet/hand basin.

Date of sale: 30 November 1995 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per centum) of the purchase price less the sum of the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha, Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 30th day of October 1995.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Cse 8201/95
PH 255IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **John Ronald Francke**, First Defendant, and **Petronella Esther Francke**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 2C Brooks Avenue, Orleans Village, Paarl, on Tuesday, 5 December 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 40 Du Toit Street, Paarl:

Erf 19615, Paarl, in the Municipality and Division of Paarl, in extent 450 square metres, and situated at 2C Brooks Avenue, Orleans Village, Paarl.

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

A 70 square metre main dwelling consisting of a lounge, kitchen, three bedrooms, bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (4) days from the date of sale.

2. 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 Montague Gardens this 30th day of October 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/S2150/5194.)

Saak 1592/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen **Elaine Mary Baumann**, Eksekusieskuldeiser, en **A. H.**, en **mev. R. J. Marais**, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan op 18 Oktober 1994 en die daaropvolgende lasbrief vir eksekusie, gedateer 20 Oktober 1995, sal die Balju van die Landdroshof die onderstaande eiendom op Vrydag, 8 Desember om 11:00, te Alphalaan 10, Riviersonderend, verkoop aan die hoogste bieder vir kontant, naamlik:

Erf 439, geleë in die dorpsgebied Riviersonderend, Registrasieafdeling Caledon, groot 654 vierkante meter, gehou onder Titellakte T29498/1987.

Die vernaamste verkoopvoorwaardes is die volgende:

1. Die eiendom sal per openbare veiling aan die hoogste bieder verkoop word, sonder enige reserwe.
2. Onmiddellik na die verkoping moet die koper die verkoopvoorwaardes onderteken wat by die kantoor van die Balju van die Landdroshof, Caledon, ter insae lê.
3. Die koper moet alle bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitend oordragskoste, hereregte en munisipale belastinge.
4. By die ondertekening van die verkoopvoorwaardes moet die koper 'n deposito ten bedrag van 10% (tien persent) van die koopprijs in kontant aan die Balju betaal, terwyl hy die betaling van die balans van die koopprijs moet verseker deur die lewering van 'n aanvaarbare bankwaarborg binne een-en-twintig dae na die datum van die verkoping.
5. Die koper moet ook onmiddellik na afloop van die veiling afslaaerskommissie ten bedrae van 5% (vyf persent) van die koopprijs aan die Balju betaal.

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof te Meulstraat, Caledon.

Gedateer te Caledon op hierdie 30ste dag van Oktober 1995.

J. A. L. van Zyl, Prokureur vir die Eksekusieskuldenaar, Hawstraat 6, Caledon, 7230. [Tel. (0281) 2-1060.] [Faks (0281) 4-1205.]

Case 964/95

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Standard Bank of SA Limited**, Plaintiff, and **Sandla Madoda Ganca**, Defendant

In pursuance of a warrant of execution, issued out of the above Honourable Court, I will offer for sale on Friday, 1 December 1995 at 10:00, on the spot, the following:

Certain piece of land being Erf 5936, Umtata, in the Umtata Township Extension 21, situated in the Municipality and District of Umtata, measuring five hundred (500) square metres.

Conditions of sale may be inspected at the office of the Deputy Sheriff, Umtata.

Dated at Umtata on this 25th day of October 1995.

John C. Blakeway & Leppan Inc., 28 Madeira Street, Umtata. (Ref. Mr Robert Beer/r/S.0129.)

Case 1544/92

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Standard Bank of SA Limited**, Plaintiff, and **Maud Nombulelo Mngandi**, Defendant

In pursuance of a warrant of execution, issued out of the above Honourable Court, I will offer for sale on Friday, 8 December 1995 at 11:00, on the spot, the following:

Certain piece of land being the Cemval Trading Site, situated in Location 35, called Lower Mtafuta, situated in the District of Lusikisiki, measuring eight comma five six five three (8,5653) square metres.

Conditions of sale may be inspected at the office of our *ad hoc* Messenger of Court, Umtata.

Dated at Umtata on this 27th day of October 1995.

John C. Blakeway & Leppan Inc., 28 Madeira Street, Umtata. (Ref. Mr Robert Beer/r/S.1456.)

Case 9065/95
PH 255IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Christoffel Hendrik Strauss**,
First Defendant, and **Lorraine Louisa Strauss**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 303 Voelklip Street, Herolds Bay, at 11:00, on Wednesday, 13 December 1995, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 36A Wellington Street, George:

Erf 303, Heroldsbaai, in the area of the Local Council of Heroldsbaai, in extent 828 square metres, and situated at 303 Voelklip Street, Herolds Bay.

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

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 30th day of October 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/R211/5241.)

Saak 1050/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CRADOCK GEHOU TE CRADOCK

In die saak tussen **Benny Dawid Holland** en **Cathrine Holland**, Skuldeisers, en **Dammon Jacobs** en **Clara Jacobs**,
Verweerders

Ingevolge 'n vonnis van die Landdroshof, Cradock, gedateer 19 Oktober 1995 en 'n eksekusie beslaglegging, sal die ondergemelde eiendom op Maandag, 27 November 1995 om 10:00, voor die Landdroskantoor, Cradock, aan die hoogste bieder vir kontant verkoop word:

Erf 938, Cradock, geleë te Frerestraat 11, Cradock.

Dit word gerapoorteer dat 'n voltooide woonhuis op die eiendom opgerig is, maar geen waarborge word in die verband gegee nie.

Verkoopvoorwaardes: Die koopsom is betaalbaar by wyse van 'n kontantdeposito van 10% (tien persent) daarvan en die balans teen registrasie van transport.

Die volle verkoopvoorwaardes sal onmiddellik voor die veiling uitgelees word en mag by die Balju se huis te Victoriastraat 28, Cradock, of die kantore van Metcalf & Kie., Frerestraat 80, Cradock, geïnspekteer word.

Gedateer te Cradock op 30 Oktober 1995.

Metcalf & Kie., Eiser se Prokureurs, Frerestraat 80, Cradock, 5880.

Case 579/90

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Three Crowns Wholesalers Supermarket**, Plaintiff, and **Municipality of Lady Frere**, Defendant

The property known as certain piece of land being Erf 1, Lady Frere, situated in the Municipality and District of Lady Frere, measuring 2396,4678 ha.

Certain piece of land being Erf 22, Lady Frere, situated in the Municipality and District of Lady Frere, measuring 300 square rods.

Shall be sold to the highest bidder by the Deputy Sheriff on Friday, 24 November 1995 at 10:30, in Lady Frere.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Lady Frere.

Dated at Umtata on this 31st day of October 1995.

Hughes Chsiholm & Airey Inc., Plaintiff's Attorneys, First Floor, IDK Building, Sutherland Street, Umtata. (04T129004/PVA/nb.)

Grahamstown Case 2058/94
EL Case 592/94

IN THE SUPREME COURT OF SOUTH AFRICA
(East London Circuit Local Division)

In the matter between **Standard Bank of SA Limited**, Plaintiff, and **Kenneth Graham Kruger**, First Defendant, and **Elizabeth Maria Krugel**, Second Defendant

In pursuance of a judgment granted in the Supreme Court (East London Circuit Local Division) and writ of execution dated 13 October 1995, by the above Honourable Court, the following property will be sold in execution on Friday, 24 November 1995 at 12:00, by the Sheriff of the Court, at:

13 Elm Street, Beacon Bay, East London, Erf 1858, Beacon Bay, Municipality of Beacon Bay, in extent 1 019 square metres, held by Deed of Transfer T340/1989, commonly known 13 Elm Street, Beacon Bay, East London.

The property consists of usual buildings/outbuildings.

Description: Entrance hall, lounge, dining-room, family room, kitchen, six bedrooms, bath/w.c./shower, w.c./shower, single storey, tiled roof, two garages, carport, precast fencing and swimming-pool.

Conditions of sale:

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

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per centum) 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 at his office at 18 Moore Street, Quigney, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements of information.

Signed at East London on this 27th day of October 1995.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Tel. 2-4210.) (Ref. M. B. Orsmond/RW/S263/G24939.)

Case EL 555/94

IN THE SUPREME COURT OF SOUTH AFRICA
(East London Circuit Local Division)

In the matter between **Standard Bank of SA Limited** (Reg. No. 62/00738/06), Plaintiff, and **Nomawonga Rhina Zuzani**, Defendant

In pursuance of a judgment granted in the Supreme Court (East London Circuit Local Division) and writ of execution dated 23 August 1995, by the above Honourable Court, the following property will be sold in execution on Friday, 24 November 1995 at 11:00, by the Sheriff of the Court, at Magistrate's Court, Lower Oxford Street, East London:

Erf 29192, East London (Gompo Town), Division of East London, in extent 240 square metres, held by Certificate of Registered Grant of Leasehold TL4589/1991, commonly known as 10 Fuleni Crescent, Gompo Town, District of East London.

The property consists of usual buildings/outbuildings.

Description: Lounge, kitchen, three bedrooms, bath/w.c. and tiled roof.

Conditions of sale:

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

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per centum) 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 at his office at 18 Moore Street, Quigney, 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 18th day of October 1995.

Drake Flemmer & Orsmond, Tewkesbury House, 22 St James Road, Southernwood, East London. (Tel. 2-4210.) (Ref. M. B. Orsmond/RW/S261/G24599.)

Saak 29661/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Remus Andrew Nelson**, Eerste Verweerder, en **Michelle Celestine Nelson**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 18 September 1995 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 1 Desember 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:

(a) Deelnommer 26 soos getoon en vollediger beskryf op Deelplan SS462/93 in die skema bekend as Sandalwood Row, ten opsigte van die grond en gebou of geboue geleë te Lorraine, in die munisipaliteit en afdeling Port Elizabeth, van welke deel die vloerooppervlakte, volgens voormelde deelplan, 43 vierkante meter is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST14482/93.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n deeltiteleenheid bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

Die eiendom kan geïnspekteer word in ooreenstemming met die Balju van die Landdroshof, Port Elizabeth Suid (Tel. 542734.).

Betaalvoorwaardes: Tien persent (10%) van die koopprijs 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 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. 542734.).

Datum: 30 Oktober 1995.

Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z01232.)

Saak 28996/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk**, Eiser, en **R. G. Townsend**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 30 Januarie 1995, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Kwaggastraat 21, Goedemoed, Durbanville, per publieke veiling te koop aangebied op 12 Desember 1995 om 09:30:

Erf 5188, Durbanville, ook bekend as Kwaggastraat 21, Goedemoed, Durbanville, afdeling Kaap, groot 1 060 vierkante meter, gehou kragtens Transportakte T74940/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien 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 bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na datum van die verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16,25% (sestien komma twee vyf persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belasting en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 27ste dag van Oktober 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ETN345.)

Saak 84/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOPETOWN GEHOU TE HOPETOWN

In die saak tussen **Spectravest (Pty) Ltd**, Eiser, en **Andrew William Botha**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie, gedateer 16 November 1994, sal die ondervermelde eiendom op Vrydag, 24 November 1995 om 10:00, te kantoor van die Balju, Kerkstraat 23, Hopetown, per openbare veiling verkoop word, volgens die voorwaardes wat voor die veiling voorgelees sal word, naamlik:

Erf 776, geleë in die munisipaliteit en afdeling Hopetown.

Adres: Robynstraat 776, Hopetown, groot 397 (drie nege sewe) vierkante meter.

Beskrywing van eiendom: Onverbeterd.

Gedateer te Hopetown op hierdie 20ste dag van Oktober 1995.

J. M. Dames, vir J. M. Dames Prokureur, Cathcartstraat 1, Hopetown. [Tel. (053) 20-3008.]

IN THE SUPREME COURT OF SOUTH AFRICA
(Eastern Cape Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zolile Patrick August N.O.** Defendant

In execution of a judgment granted in the above Court on 13 October 1994, the following property will be sold by public auction at the Magistrate's Court, Fort Beaufort, on Wednesday, 6 December 1995 at 10:00:

Erf 580, kwaTinidubu, in the Administrative District of Fort Beaufort, measuring 475 square metres, held under Certificate of Registered Grant of Leasehold TL429/1989.

The property is situated at Erf 580, kwaTinidubu, Fort Beaufort, and is a dwelling house, brick under concrete tiles, consisting of three bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All municipal and Divisional council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a deposit of 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 14 days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. (Mr Laing.)

Case 3839/93
PH 002 DX 497

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

In the matter between **Investec Bank Limited**, trading as **Investec Bank**, Plaintiff, and **Josco Financial Management (Pty) Limited**, First Defendant, and **Jacobus Cornelius Bester**, Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Friday, 1 December 1995 at 10:00, at the Magistrate's Court of Barkly East, to the highest bidder:

Erf 125, Muller Street, Rhodes, held by Deed of Transfer T7508/1989.

Physical address: Erf 125, Muller Street, Rhodes.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: Vacant stand.

Signed at Randburg on this the 26th day of October 1995.

Blakes, Plaintiff's Attorneys, 17 Judges Avenue off D. F. Malan Drive, Cresta, 2194. DX 497, Johannesburg. (Tel. 476-5792.) (Fax. 479-7506.) (Ref. Mr Smit/md/QJ 0129.)

Saak 6698/92

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **M. M. Sampson**, Eksekusieskuldeiser, en **Joseph Hendricks**, Eksekusieskuldenaar

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 2 September 1992, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof Uitenhage-Suid, op Donderdag, 23 November 1995 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Die eiendom is geleë te Durantarylaan 44, Gerald Smith, Uitenhage.

Gebied: Residensieel.

Te wese: Erf 7824, Uitenhage, in die gebied Uitenhage Oorgangsraad, afdeling Uitenhage, grootte 317 m², gehou deur Joseph Hendricks onder Titellakte 10994/92, en onderhewig aan die voorwaardes daarin vermeld.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

Terme: 10% (tien persent) van die aankoopprys en 5% (vyf persent) Balju (Afslaer) se kostes tot R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 met 'n minimum van R200 in kontant ten tye van die verkoping, die balans teen registrasie van Transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap of enige ander aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie die 23ste dag van Oktober 1995.

Le Roux, Cubitt & Cronjé, Prokureurs vir Eksekusieskuldeiser, Blenheimhuis, Bairdstraat 4, Uitenhage, 6230. (Verw. APLR/mev. Hayes/Inv/mdv/S01799.)

Saak 34325/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD CHAMBERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk**, Eiser, en **Die Trusteers Indertyd van die Apostolos Fotakis Familie Trust No. TM5747**, Eerste Verweerder, en **Natalie Maria Fotakis**, Tweede Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof op 2 Oktober 1995 en 'n lasbrief vir eksekusie daarkragtens uitgereik, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 30 November 1995 om 12:00, op die perseel te Nelson's Arms Restaurant, Trinder Square 3, Sentraal, Port Elizabeth:

Sekere:

1.1 Eenheid 1, soos aangetoon en volledig beskryf op Deelplan SS70/1982, in die skema bekend as Sunningdale, geleë te Port Elizabeth Sentraal, in die munisipaliteit Port Elizabeth, ten opsigte van die grond en gebou of geboue van welke deel die vloeroppervlakte, volgens voormelde deelplan 171 (eenhonderd een-en-sewentig) vierkante meter groot is; en

1.2 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelmeningskwota soos op die genoemde deelplan aangeteken.

2.1 Eenheid 2, soos aangetoon en volledig beskryf op Deelplan SS70/1982, in die skema bekend as Sunningdale, geleë te Port Elizabeth Sentraal, in die munisipaliteit Port Elizabeth, ten opsigte van die grond en gebou of geboue van welke deel die vloeroppervlakte, volgens voormelde deelplan 37 (sewe-en-dertig) vierkante meter groot is; en

2.2 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelmeningskwota soos op die genoemde deelplan aangeteken.

3.1 Eenheid 8, soos aangetoon en volledig beskryf op Deelplan SS70/1982, in die skema bekend as Sunningdale, geleë te Port Elizabeth Sentraal, in die munisipaliteit Port Elizabeth, ten opsigte van die grond en gebou of geboue van welke deel die vloeroppervlakte, volgens voormelde deelplan 69 (nege-en-sestig) vierkante meter groot is; en

3.2 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelmeningskwota soos op die genoemde deelplan aangeteken.

Geleë te: Nelson's Arms Restaurant, Trinder Square 3, Sentraal, Port Elizabeth.

Verbeterings: Hoewel niks in hierdie verband gewaarborg word nie is die eiendom verbeter met 'n restaurant.

Vernaamste verkoopvoorwaardes:

1. Die eiendom sal voetstoots, sonder reserwe aan die hoogste bieder verkoop word, onderhewig aan die verkoopvoorwaardes, die bepalinge van die Landdroshofwet en die reëls ingevolge daarvan en aan die titelakte in soverre hulle van toepassing is.

2. 10% (tien persent) van die koopprys, tesame met afslaskoste en BTW daarop is betaalbaar by ondertekening van die verkoopvoorwaardes en vir die balans, tesame met rente daarop teen 17,5% (sewentien komma vyf persent) per jaar moet die koper 'n bank of ander aanvaarbare waarborg wat betaalbaar is teen registrasie van oordrag, lewer binne 21 (een-en-twintig) dae.

3. Die eiendom mag na goeddunke deur die Balju met inagneming van kopers belangstelling by die veiling, afsonderlik as eenhede of gesamentlik verkoop word.

Volledige verkoopvoorwaardes lê ter insae in die kantoor van die Balju.

Gedateer te Port Elizabeth op hierdie 7de dag van November 1995.

Wilke Weiss Van Rooyen & Preston, Cavendishgebou, Cuylerstraat 2, Port Elizabeth. [Tel. (041) 56-4220.] (Verw. PVR/evv/SB731.)

NATAL

Case 9441/94

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 **Vasuthavan Manival**, First Defendant, and **Selvarani Manival**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, at 10:00, on Tuesday 28 November 1995:

Description:

Subdivision 5714 (of 5579) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 653 (six hundred and fifty-three) square metres, held under Deed of Transfer T20477/94.

Physical address: 127 Damarose Crescent, Moorton, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile roof dwelling comprising two bedrooms, lounge (carpeted), kitchen (with built-in-cupboards and tiled), toilet and bathroom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price 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 Valued-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, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban on this the 28th day of September 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8059/mvr.)

Case 5964/88

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Pramodh Panday**, Defendant

In pursuance of a judgment granted on 21 December 1988 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 November 1995 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth, consists of:

Description: A certain piece of land being:

Subdivision 8158 (of 8055) of the farm Chat Seven 14780, which has been renumbered to: Subdivision 8158 (of 8055) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 209 square metres.

Postal address: House 67, Road 113, Chatsworth also known as 67 Blue Bonnett Crescent, Chatsworth.

Improvements: One semi detached block under asbestos roof dwelling comprising three bedrooms, kitchen, lounge, toilet, bathroom and yard fenced.

Town-Planning Zoning: Special Residential: Minimum plot size 180 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 offices of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, Chatsworth, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this the 28th day of November 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL2247.)

Case 6761/88

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

In the matter between **The Trust Building Society**, Plaintiff, and **Rameshpaul Ramfol**, First Defendant, and **Anitha Ramfol**, Second Defendant

In pursuance of a judgment granted on 25 March 1988 in the Magistrate's Court of Durban, and under a writ of execution issued thereafter dated 5 December 1991 the immovable property listed hereunder will be sold in execution on 14 December 1995 at 10:00, in front of the Magistrate's Court, North Facing Entrance, Durban, to the highest bidder:

Description:

Lot 1463m Isipingo Extension 7, situated in the Borough of Isipingo and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent one thousand and four (1 004) square metres.

Postal address: 4 Azalea Place, Isipingo Hills, Durban.

Improvements: Single-storey house under tiles roof comprising lounge (carpeted), dining-room (carpeted), three bedrooms, bathroom, bath (basil tiled), toilet (tiled), kitchen (tiled), single garage, servants' quarters, two rooms, bathroom, toilet, shower and fully fenced concrete.

Town-Planning Zoning: Residential.

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 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 Execution Creditor's attorney to be furnished to the Sheriff, Durban South within 14 days after the date of sale.
3. The purchaser shall pay auctioneer's charges on the day of the sale and in addition, transfer dues, costs of transfer plus arrear rates and other charges necessary to effect transfer, upon request by the attorney for the Execution Creditor.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban South, or at our offices.

Dated at Durban on this the 20th day of October 1995.

Berkowitz Kinkel Cohen, Execution Creditor's Attorney, Wartski Greenberg, 17th Floor, 88 Field Street, Durban. (Ref. M. de Wet/mg/T473.)

Case 6894/95

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

In the matter between **Heritage Markety (Pty) Limited**, Execution Creditor, and **Gillian de Bruin**, First Execution Debtor, and **Ronald Ries**, Second Execution Debtor

In pursuance of a judgment granted on 24 July 1995 in the Magistrate's Court, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 1 December 1995 at 10:00, at front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Pinetown, at the time of sale:

Description: Subdivision 1 of Lot 72, Winston Park, situated in the Township of Gillits, and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 8,276 (eight comma two seven six) square metres.

Subdivision 4 of Lot 72, Winston Park, situated in the Township of Gillits, and in the Port Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1,0947 (one comma nought nine four seven) hectares, both held under Certificate of Registered Title T503/1995.

Improvements: None.

Residential address: 19B/C Roosevelt Road, Gillits, 3610.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court, and the rules made hereunder.
2. The property shall be sold to the highest bidder at the sale.
3. The purchaser shall pay 10% (ten per centum) of the purchase price immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of Court, Pinetown, within seven (7) days of the date of sale.
4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per centum) deposit referred to above will be forfeited. The full conditions may be inspected at the office of the Sheriff of the Court, Pinetown.

Dated at Hillcrest on this 20th day of October 1995.

Golding & Venniker, Execution Creditor's Attorneys, 56 Heritage Market, 9 Old Main Road, Hillcrest. [Tel. (031) 765-6736.] (Ref. M. Golding/cn/HC0023.)

Case 61382/90

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

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Plaintiff, and **Paisley Investments (Pty) Ltd**, Defendant

In pursuance of judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 1 December 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Lot 411, Berea West Extension 4, situated in the Borough of Westville, Administrative District of Natal, in extent 2 024 (two thousand and twenty-four) square metres.

Postal address: 70 Rockdale Avenue, Westville, Durban.

Improvements: Brick and tile dwelling, five bedrooms, three bathrooms and toilets, kitchen, lounge, dining-room, double garage, swimming-pool and servants' quarters.

Town-planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank and guarantee within 21 (twenty-one) days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 62 Caversham Road, Pinetown.

Jackson & Ameen, Plaintiff's Attorney, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 30702/95

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Ramesh Rambhawan**, First Execution Debtor, and **Shamadevi Rambhawan**, Second Execution Debtor

In pursuance of a judgment in the above action the immovable property listed hereunder will be sold in execution on 14 December 1995 at 14:00, at the front entrance of the Magistrate's Court, Somtsue Road, Durban, to the highest bidder:

Description: Remainder of Lot 564, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 1 461 (one thousand four hundred and sixty-one) square metres, held under Deed of Transfer T28456/94. Subject to all the terms and conditions contained therein, situated at 19 Deepdale Road, Sea View, Durban.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two showers, two toilets, fitted carpets, garage, tandem carport, servants' quarters with toilet and shower and a swimming-pool.

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 centum) 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 Central, 21 Stafmayer House, Beach Grove, Durban, telephone number 305-8444.

Dated at Durban this 26th day of October 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/05/N7011/95.)

Case 33262/95

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as United Bank, Plaintiff, and **Mark Anthony Jerome**, First Defendant, and **Vijaylutchmee Jerome**, Second Defendant

In pursuance of a judgment granted on 14 August 1995, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 November 1995 at 14:00, on the front steps of the Magistrate's Court, Somsteu Road, Durban.

Description: Lot 228, Kenhill, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 060 (one thousand and sixty) square metres.

Street address: 24 Tipuana Road, Kenhill.

Improvements: Brick under tile dwelling consisting of two bedrooms, bedroom, bath toilet, leading to sundeck, bath/toilet, kitchen, dining-room, lounge leading to sundeck, entrance hall, passage and swimming-pool. *Outside:* Double garage, servants' quarters consisting of room, shower and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder) then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 20th day of October 1995.

A. J. McNabe, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00745/JR/cc.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as **Allied Bank**, Plaintiff, and **Yoganathan Shunmoogam**, First Defendant, and **Dhavendari Shunmoogam**, Second Defendant

In pursuance of a judgment granted on 1 August 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 1 December 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 1141, Woodview, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 528 (five hundred and twenty-eight) square metres.

Street address: 19 Brackenwood Road, Woodview Village, Phoenix.

Improvements: Block under asbestos dwelling with water and lights consisting of lounge, kitchen, three bedrooms, bathroom, toilet, car park and yard fenced (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Inanda District (1)—2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 23rd day of October 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26678/JR/cc.)

Case 10542/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **William John Hills**, Execution Debtor

In pursuance of judgment granted on 7 November 1994, in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 8 December 1995 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Remainder of Lot 912, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1 731 (one thousand seven hundred and thirty-one) square metres.

Postal address: 34 Allenby Lane, Malvern, Queensburgh, 4093.

Improvements: Wood/iron, under iron dwelling consisting of lounge, dining-room, kitchen, three bedrooms, study, bathroom/toilet/shower, garage, servant's quarters and toilet/shower.

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 office of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, or at our offices.

Dated at Durban this 19th 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/039270/045/Mrs Chetty.)

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, Execution Creditor, and **Mr Subramany Govender**, First Execution Debtor, and **Mrs Anjalai Govender**, Second Execution Debtor

In pursuance of judgment granted on 28 August 1995, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 30 November 1995 at 10:00, in front of the Magistrate's Court North Facing Entrance, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 189 (of Subdivision 168) of the farm Clairwent Three 14836, situated in the City of Durban, Administrative District of Natal, in extent 446 (four hundred and forty-six) square metres.

Postal address: 6 Lahore Road, Merebank, Durban, 4052.

Improvements: Brick under corrugated asbestos dwelling consisting of lounge, dining-room, three bedrooms, kitchen, bath/toilet and verandah, outbuildings consisting of single garage, two staff quarters and toilet/shower.

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, 101 Lejaton, 40 St George's Street, Durban or at our offices.

Dated at Durban this 26th 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/018883/072/Mrs Chetty.)

Case 5279/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Mr Mahomed Aslum Ebrahim**, First Defendant, and **Mrs Hajira Bibi Ebrahim**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 6 September 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Chatsworth at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 28 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 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 1378 (of 1357) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 521 (five hundred and twenty-one) square metres, which property is physically situated at House 1, Road 705, Montford, Chatsworth, 4092, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T34331/94.

Improvements: Without constituting a warrant of any nature, the property has been improved by the erection thereon of brick under tile and asbestos dwelling consisting of lounge, dining-room, family room, four bedrooms, two kitchens, bathroom/basin, toilet, prayer room, breakfast nook and two garages.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum from 1 July 1995 to 31 July 1995, and 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 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 26th 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/023995/A332/Mrs Chetty.)

Case 4569/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss Kanniamma Chetty**, First Defendant,
Mr David Morris Valayuthum, Second Defendant, and **Miss Vijay Caroline Valayuthum**, Third Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 16 September 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Chatsworth at the front entrance of the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 28 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 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Lot 217, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent 953 (nine hundred and fifty-three) square metres, which property is physically situated at 57 Silverglen Drive, Silverglen, Chatsworth, 4092, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T6218/90.

Improvements: Without constituting a warrant of any nature, the property has been improved by the erection thereon of brick under asbestos dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, separate toilet, cottage consisting of lounge, dining-room, two kitchens, two bedrooms, bathroom, toilet/shower and church hall.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 26th 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/U177/035531/Mrs Chetty.)

Case 924/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Mr Aiden Victor Moses**, First Defendant, and
Mrs Suriakumarie Moses, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 5 April 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Chatsworth at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 28 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 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 1890 (of 1798) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, measuring 546 (five hundred and forty-six) square metres, which property is physically situated at House 1, Road 701, Chatsworth, 4092, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T15606/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance verandah, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: Garage and double carport.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per 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 25th 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/U016/010110/Mrs Chelin.)

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

In the matter between **Kwa-Dukuza/Stanger Transitional Local Council**, Applicant, and **The Registered Owners of various immovable properties situated within the Applicant's area of Jurisdiction**, Respondents

Be pleased to take notice that pursuant to an order of the above Honourable Court dated 5 July 1995, in the above-mentioned case, the immovable properties described below shall be sold in execution by the Sheriff of the Supreme Courts for the District of Stanger-Lower Tugela, on Friday, 1 November 1995 at 10:00, at the front entrance of the Magistrate's Court, Cooper Street, Stanger, commencing with the sale of the first property mentioned in the schedule below and thereafter on the conclusion of each sale the sale of the next property on the schedule shall commence.

And be pleased to take notice further that the conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the District of Stanger-Lower Tugela, 116 Cooper Street, Stanger and at the offices of the Applicant's attorneys of record, Shephstone & Wylie Tomlinsons, 165 Pietermaritzburg Street, Pietermaritzburg, Natal.

The properties which are to be put up for sale by public auction as aforesaid and the names of the registered owners of such properties are set forth as follows below:

<i>Name of registered owner</i>	<i>Description of property (all situated in the Borough of Stanger, Administrative District of Natal)</i>	<i>Street address of property</i>
Olifantshoek Research.....	Lot 244	134 Balcomb Street.
Du Casse, C. N.....	Lot 316	30 Russell Street.
Fishnet Properties (Pty) Ltd.....	Lot 324	8 Curtis Smith Street.
Moodley Ganas	Lot 325	10 Curtis Smith Street.
Naidoo, R. and two others	Lot 400	Sea View Road.
Latchmy	Lot 416	28 Flamboyant Drive.
Gungadeen Sookdeo	Lot 657	6 High Street.
Pillay, S. G. and N.	Lot 714	4 Second Street.
Brijlall, M. D. and M.....	Lot 731	18 Court Road.
Venketsamy	Lot 732	20 Court Road.
Guman, A. and I. and Badul.....	Lot 740	2 Court Road.
Moodley, V. S.	Lot 776	32 King George Road.
Moodley, V. S.	Lot 778	30 King George Road.
Kajee, A. S.	Lot 825	2 Clarke Road.
Kajee, A. S.	Lot 831	4 Clarke Road.
Estate late Nagappen and other	Subdivision 7 of Lot 878.....	Stanger.
Singh, Y. and five others.....	Lot 973	3 Hydrangea Road.
Naidoo, M. P.....	Lot 974	1 Hydrangea Road.
Homeview Estates (Pty) Ltd	Lot 1157	Stanger.
Homeview Estates (Pty) Ltd	Lot 1158	Stanger.
Homeview Estates (Pty) Ltd	Lot 1168	Stanger.
Homeview Estates (Pty) Ltd	Lot 1176	Stanger.
Naidoo Preglathan	Lot 1294	14 Haysom Road.
Karim Abdul Aziz	Lot 1481	17 Clover Road.
Naidoo, D. V.	Lot 1539	19 Tulip Road.
Moodley, G.....	Lot 1591	3 Primrose Street.
Maharaj B. and R.....	Lot 1627	16 Warren Road.
Mitha Zulekha.....	Lot 1637	12 Petunia Street.
Sewpal, J.....	Lot 1676	75 Geranium Street.
Moodley, V. S. and P.....	Lot 1741	7 Petunia Street.
Govender, S.	Lot 1822	54 Zinnia Street.
Pillay, A. and T.	Lot 1857	35 Daffodil Street.
S3 of 1860 Stanger CC.....	Subdivision 3 of Lot 1860	5 Geranium Street.
Gungadeen, S. and I. D.	Lot 1861	60 Manor Drive.
Govender, M. and J.	Lot 1898	15 Lily Road.
Ramkisson, V.	Lot 1910	34 Lily Road.
Arikam, S. R.	Lot 1931	10 Lily Road.
Moodley, V. S. and P.....	Lot 1945 Extension 19.....	Lotus Road.
Pillay, G. and M. A.	Lot 2098	73 Manor Drive.

<i>Name of registered owner</i>	<i>Description of property (all situated in the Borough of Stanger, Administrative District of Natal)</i>	<i>Street address of property</i>
Duwarek Makraj	Lot 2100	77 Manor Drive.
Brijnath, B.	Lot 2167	20 Freesia Road.
Kajee Yusoof	Lot 1 of Lot 2196	162 Hulett Street.
Naidoo, D. A. and P. J.	Lot 2594	6 Valley Road.
Tepest Investment Consortium CC	Lot 3377 (Extension 22)	21 Van der Wagen Drive.
Brijlall, M. D. and M.	Lot 3673 Extension 31	64 Clover Road.
Pillay, P. and P.	Lot 16, Warrenton	19 Arcacia Road.
Anthony muthu	Lot 17, Warrenton	23 Gibson Road.
Anthony muthu	Lot 18, Warrenton	17 Acacia Road.
Ganie, Y. and S. B.	Lot 56, Warrenton	11 Protea Road.
Nagamma, M. R. S.	Lot 75, Warrenton	5 Willow Road.
Ganie, Y. and S. D.	Lot 74, Highridge	40 Ebrahim Drive.
Pillay, K. and S.	Lot 127, Highridge	37 Joelah Drive.
Singh, R. E. and S.	Lot 321, Highridge	60 Canna Road.
Singh, R. E. and S.	Lot 324, Highridge	66 Canna Road.
Mkhize, K. and G. H.	Lot 326, Highridge	70 Canna Road.
Moodley, N.	Lot 578, Highridge	78-80 Ebrahim Drive.
Chetty, D. and S. and V.	Lot 14, Subdivision 55, Portion 16 now Lot 5594	Lot 14.
Maraj Harilall	Lot 14, Subdivision 57 now Lot 5596	Lot 14, Subdivision 57.
Subbadu, K. and others	Lot 15, Remainder Subdivision 16, Portion 5 now Lot 5524	Lot 15.
Nirmal Bhanumathy	Lot 16, Subdivision 33	Lot 16.

There are no improvements to the above properties.

Dated at Pietermaritzburg this 26th day of October 1995.

K. C. Anderson, for Shepstone & Wylie Tomlinsons, Applicant's Attorneys, 165 Pietermaritz Street, Pietermaritzburg. (Ref. KCA/jdk/12B0207/94.)

Case 2092/95

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Allan Trevor Daniel**, First Execution Debtor, and **Poonithavathie Daniel**, Second Execution Debtor

In pursuance of a judgment granted on 17 July 1995 in the Magistrate's Court for the District of Chatsworth, held at Chatsworth and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 28 November 1995 at 10:00, in front of the Magistrate's Court Building, Chatsworth:

Description: Subdivision 1170 (of 1442), of the farm Zeekoe Vallei 880, situated in the City of Durban, Administrative District of Natal, in extent 643 (six hundred and forty-three) square metres, held under Deed of Transfer T2147/92.

Street address: 34 Skylark Road, Bayview, Chatsworth.

Improvements: Semi-detached block under asbestos roof dwelling consisting of three bedrooms, lounge, dining-room, kitchen with built in cupboards and tiled and bathroom/toilet.

Outbuildings: Garage, room, kitchen and toilet/bathroom.

Zoning: General Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than R100 (one hundred rand) 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 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 17,25% (seventeen comma two five per centum) per annum to the bondholder, 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, Chatsworth, 12 Oak Avenue, Kharwastan. (Tel. 43-2217.)

Dated at Durban this 12th day of October 1995.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, No. 86/04794/06), Plaintiff, and **Mr Budhroon Nisa Goolam Hoosen N O**, First Defendant, and **Mr Budhroon Nisa Goolam Hoosen**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 25 May 1995 in the above-mentioned suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban South on the steps of the Supreme Court, Durban, on Friday, 24 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 101 Lejaton, 40 St Georges Street, Durban, namely:

Subdivision 6 of Lot 568, Bluff, situated in the City of Durban, Administrative District of Natal, in extent 1 117 (one thousand one hundred and seventeen) square metres, which property is physically situated at 100 Marine Drive, Bluff, 4072, and which property is held by Caital Property Trust 6688/94, under and by virtue of Deed of Transfer T33057/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling, consisting of kitchen, laundry, dining-room, lounge, three bedrooms, verandah, bathroom and toilet. Outbuildings consisting single garage, staff quarters, shower/toilet and swimming-pool.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 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 (Docex. 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/013265/U072/Mrs Chetty.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Mr Chunderdeep Laljeet**, First Defendant, and **Mrs Radhika Laljeet**, Second Defendant, and **Mr Roopsunker Laljeeth**, Third Defendant, and **Mrs Reethkumarie Laljeeth**, Fourth Defendant, and **Mr Vidayanand Laljeet Ajudha**, Fifth Defendant, and **Mrs Shireen Ajudha**, Sixth Defendant, and **Mr Deendayal Ajudha**, Seventh Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 10 April 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 28 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 6 Gasai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Remainder of Subdivision 63 of the farm Klaarwater 951, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 3 660 (three thousand six hundred and sixty) square metres, which property is physically situated at 24 Chiltern Road, Shallcross, 4093, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T20871/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of verandah, lounge, dining-room, kitchen, study, pantry, four bedrooms, shower/toilet, outbuildings consisting of detached double garage, bath/shower/toilet and separate toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 4th day of October 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000 (Docex. 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/009556/072/Mrs Chetty.)

Case 9667/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and
Ndumiseni Sibiya, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 28 January 1992 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 December 1995 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Ownership Unit E1425, in the Township of Ntuzuma, District of Ntuzuma, measuring 445 square metres, represented and described on General Plan PB421/1986.

Postal address: Unit E 1425, Ntuzuma.

Improvements: Brick under tile dwelling comprising three bedrooms, kitchen, lounge, toilet with bathroom, water and lights facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended), and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 21,75% (twenty-one comma seventy-five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, Area 1, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 6th day of October 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.

Case 14343/93

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mrs Mary Rose Gallias**, Execution Debtor

In pursuance of a judgment granted on 14 February 1994, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 1 December 1995 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Subdivision 13 of Lot 283, New Germany Township, situated in the Borough of New Germany, and in the Pinetown Regional Water Services Area, County of Durban, Province of Natal, in extent two thousand and twenty-one (2 021) square metres, now known as Subdivision 13 of Lot 283, New Germany Township, situated in the Borough of New Germany and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent two thousand and twenty-one (2 021) square metres.

Postal address: 19 Allers Crescent, New Germany, 3610.

Improvements: Brick under tile dwelling consisting of entrance hall, lounge, kitchen, pantry, dining-room, TV lounge, bathroom/toilet, three bedrooms, bathroom/toilet, study, patio. Outbuilding consisting of double garage and staffroom. Flat consisting of kitchen, bedroom and bathroom. Swimming-pool.

Town-planning zoning: General Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, or at our offices.

Dated at Durban this 16th 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/045/026732/Mrs Chetty.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited (No. 86/04794/06), Plaintiff, and Miss Rosemary Thulisiwe Biyela, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 14 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 Durban Central, in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 24 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 35, as shown and more fully described on Sectional Plan SS285/85, in the scheme known as Eureka Court, in respect of the land and building or buildings situated at Durban, City of Durban, of which section the floor area, according to the said sectional plan, is 73 (seventy-three) square metres in extent; and

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

which property is physically situated at 34 Eureka Court, 212 Berea Road, Berea, Durban, 4001, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST3603/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of entrance hall, lounge, one and a half bedrooms, kitchen, bathroom and toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 16th 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/020840/A332/Mrs Chetty.)

Case 4159/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **KwaZulu Finance and Investment Corporation Limited, Execution Creditor, and Jerome Selby Dumisani Majozi, Execution Debtor**

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) and writ of execution dated 2 August 1994, the 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:

All the Execution Debtor's right, title and interest in and to the leasehold over Lot 322, Klaarwater, situated in the Administrative District of Natal, in extent six hundred and forty-one (641) square metres.

Postal address: Lot 322, Klaarwater, Pinetown, 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/dining-room, kitchen, three bedrooms and five w.c.'s.

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 4th 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/K061/018.)

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 **Donald Edwin Garland**, First Defendant, and **Merle Anglia Garland**, 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, 24 November 1995 at 10:00:

Description:

(i) Subdivision 12 of Lot 480, Cato Manor, situated in the City of Durban, Administrative District of Natal, measuring 639 (six hundred and thirty-nine) square metres; and

(ii) Subdivision 32 (of 15) of Lot 480, Cato Manor, situated in the City of Durban, Administrative District of Natal, measuring 192 (one hundred and ninety-two) square metres, held under Deed of Transfer T10637/94.

Physical address: 14 Brunswick Avenue, Cato Manor, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling, comprising an entrance hall, lounge, balcony, kitchen/dinette, toilet/shower, four bedrooms, bathroom/toilet and toilet.

The outbuildings comprise of garage, servant's room and toilet/shower.

There is a concrete swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 20th day of October 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/R.705/mvr.)

Case 1730/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Lutchamiah Yenketsamy**, First Execution Debtor, **Sarajini Yenketsamy**, Second Execution Debtor, **Kenny Yenketsamy Naidoo**, Third Execution Debtor, and **Synthmony Naidoo**, Fourth Execution Debtor

In pursuance of a judgment granted on 21 January 1993, in the Court of the Magistrate, Scottburgh, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 24 November 1995 at 10:00, at the Sheriff's Office, 1 Savell Place, Scottburgh South, to the highest bidder.

Description: A certain piece of land being: Lot 550, Park Rynie, situated in the Scottburgh-Umzinto North Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent two thousand and twenty-three (2 023) square metres to be executable.

Postal address: 550 Rocklyn Avenue, Park Rynie.

Improvements: Brick and cement under asbestos dwelling, consisting of kitchen, three bedrooms, dining-room, lounge, shower with toilet, full bathroom and granny flat.

Outbuildings: Lounge/kitchen combined, bedroom and bathroom.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Scottburgh, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban, 4001. (Ref. M. Nicol/001045.)

Case 14/95

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Elliot Dumisane Magagula**, 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 28 November 1995 at 10:00, at the Magistrate's Court, Main Street, Nongoma.

1. (a) *Deeds office description*: Lot 460, Nongoma, situated in the Township of Nongoma, Administrative District of Natal, in extent 300 (three hundred) square metres.

1. (b) *Property description (not warranted to be correct)*: Single storey block under tiled roof semi-detached dwelling, comprising of lounge, dining-room, kitchen, three bedrooms 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, 1 Main Street, Nongoma.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/64/95 (05/K771/64).]

Case 3654/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Busisiwe Ndlovu**, 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 7 December 1995 at 11:00, at the front steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Ownership Unit A101, situated in the Township of Ngwelezane, District of Enseleni, in extent 993,8 (nine hundred and ninety-three comma eight) square metres.

1. (b) *Property description (not warranted to be correct)*: Single storey brick under tile roof dwelling comprising of four bedrooms, lounge, dining-room, kitchen and bathroom/two toilets. 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, Old Mill Way, Empangeni.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/aeh/339/89 (05/K207/339).]

Case 4509/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Jeremia Jesaja Pretorius**, 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, 24 November 1995 at 10:00:

Description: Lot 527, Sunwich Port, situated in the Bendigo Town Board Area, Administrative District of Natal, in extent 898 (eight hundred and ninety-eight) square metres, held under Deed of Transfer T760/89.

Physical address: 1 Twist Street, Sunwich Port, Natal.

Zoning: Special Residential.

The property consists of the following: Brick and asbestos building consisting of two bedrooms, main en suite, open plan kitchen, lounge, dining-room, servant's room with bathroom and toilet. Double garage under brick and asbestos, outside shower and a braai.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 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. J. A. Allan/R.777/mvr.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Calibra Motors CC**, First Defendant, and **Russell Trevor James**, Second Defendant

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 1, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 417 square metres, held by the Second Defendant under Deed of Transfer T5473/94 and having street address at 111 Cherrywood Avenue, Phoenix, Durban, kwaZulu/Natal.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The property is zoned Special Residential 180;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 face brick under tile dwelling comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two toilets;

2.2.2 attached single garage, paved yard, face brick precast fencing with gates.

3. Terms:

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges (being 5% (five per centum) on the first R20 000 of the price and 3% (three per centum) on the balance, with a maximum of R6 000) (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on the 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 Avenue, Mountview, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 16th day of August 1995.

J. M. Koch, for John Koch & Co., Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1679/D11.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited (No. 86/04794/06)**, Plaintiff, and **Stephen Devadasen Naicker**, 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, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 28 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 6 Gosai Centre, 56 Greendale Road, Silverglen, namely:

Sub 991 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 291 (two thousand two hundred and ninety-one) square metres, which property is physically situated at 2 Berryfield Road, Silverglen, Chatsworth, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T16613/94.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under concrete slab consisting of entrance hall, lounge, dining-room, family room, three kitchens, seven bedrooms, two toilet/shower, bathroom/toilet/shower and toilet. Outbuildings: Two garages, two rooms 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 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the condition 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 12th 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/A332/013636/Mrs Chelin.)

Case 115/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UNDERBERG HELD AT HIMEVILLE

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Edwin Nett Taylor**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Underberg held in Himeville and a writ of execution dated 22 September 1994, the immovable property listed hereunder will be sold in execution on 30 November 1995 at the Magistrate's Court in Himeville at 11:00, to the highest bidder:

Lot 119, Himeville, situated in the Himeville Health Committee Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent four thousand and forty-seven (4 047) square metres, being situated at 119 Sutton Street, Himeville, and including residence consisting of two bedrooms, two bathrooms, kitchen, lounge/dining-room outbuildings and single garage.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Act and the rules made thereunder.
2. The purchaser shall pay 10% of the purchase price immediately after the sale and within fourteen (14) days supply the Sheriff with a bank or building society guarantee for the balance of the purchase price in terms acceptable to the Sheriff.
3. The full provisions may be inspected at our office and/or at the offices of the Sheriff, Richmond.
4. Purchase of the property is subject to any existing lease.

Dated at Underberg this 18th day of October 1995.

Macrae Bath Attorneys, 1 Berg Delta Building, Main Road, Underberg, 4590.

Case 4136/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Boeremakelaars (Koöp) Beperk**, Plaintiff, and **Annetta Louisa Giani**, Third Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, subject to reserve, to the highest bidder on 7 December 1995 at 11:00, at the front steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 1327, Empangeni (Extension 18) (47 President Swart Street), situated in the Borough of Empangeni, Administrative District of Natal in extent 1 100 (one thousand one hundred) square metres.

1. (b) *Property description (not warranted to be correct)*: Brick under tiled roof dwelling comprising of four bedrooms, lounge, dining-room, TV-room, kitchen, two full bathrooms, two garages, swimming-pool, outside room with 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, Old Mill Way, Empangeni.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/341/91 (01/B975/341).]

Case 3753/87

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Kristensamy Moonsamy Pillay**, Defendant

In pursuance of a judgment granted on 26 February 1987 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 28 November 1995 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth:

Description: A certain piece of land being: Subdivision 1639 of 1553 of the Farm Chat Seven 14780, which has been renumbered to:

Subdivision 1639 (of 1553) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 449 square metres, postal address House 19, Road 729, Montford, Chatsworth.

Improvements: Semi detached double storey block under asbestos roof dwelling comprising of three bedrooms, lounge, kitchen, toilet with toilet, handbasin and bath.

Town-planning zoning: Special Residential, minimum plot size 180 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, 12 Oak Avenue, Kharwasan, Chatsworth and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 18th day of October 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL2400.)

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

In the matter between **Allied Bank** (a division of ABSA Bank Limited, No. 86/04794/06), Execution Creditor, and **Merle Court CC**, First Execution Debtor, **Parmanand Ramkissoon**, Second Execution Debtor, and **Prema Ramkissoon**, Third Execution Debtor

In pursuance of judgment in this action the following immovable property shall be sold in execution on 30 November 1995 at 10:00, in front of the Magistrate's Court, North Facing Entrance, Durban, to the highest bidder:

The following units consisting of:

(a) The sections listed below, and as more fully described on Sectional Plan SS24/87, in the scheme known as Merle Court, in respect of the land and building or buildings situated at Durban, with the floor areas set out thereafter, which floor area is in accordance with the sectional plan and held under the Title Deed number reflected after the floor area; 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.

- (i) Section 1; 69 (sixty-nine) square metres in extent held under Certificate of Registered Sectional Title ST24/87 (1).
- (ii) Section 2; 45 (forty-five) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (2).
- (iii) Section 3; 54 (fifty-four) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (3).
- (iv) Section 4; 51 (fifty-one) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (4).
- (v) Section 5; 71 (seventy-one) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (5).
- (vi) Section 6; 69 (sixty-nine) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (6).
- (vii) Section 7; 45 (forty-five) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (7).
- (viii) Section 8; 54 (fifty-four) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (8).
- (ix) Section 9; 51 (fifty-one) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (9).
- (x) Section 10; 71 (seventy-one) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (10).
- (xi) Section 11; 15 (fifteen) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (11).
- (xii) Section 12; 15 (fifteen) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (12).
- (xiii) Section 13; 15 (fifteen) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (13).
- (xiv) Section 14; 15 (fifteen) square metres in extent; held under Certificate of Registered Sectional Title ST24/87 (14).

Situated: 154 Silverglen Drive, Chatsworth.

Improvements:

Section 1—bathroom, toilet and three rooms.

Section 2—two rooms, bathroom and kitchen.

Section 3—bathroom, two and a half rooms.

Section 4—closed down. Premises vacant, advised by neighbour at No. 3 that there is bathroom, kitchen and two and half rooms.

Section 5—toilet, bathroom, three rooms and small porch.

Section 6—two and half rooms, bathroom, toilet, lounge and kitchen.

Section 7—two and half rooms, kitchen and toilet and bathroom.

Section 8—kitchen, bathroom, two and half rooms.

Section 9—two and half rooms, bathroom and kitchen.

Section 10—two and half rooms, kitchen, toilet and bathroom.

Section 11—this is a single garage.

Section 12—this is a single garage.

Section 13—this is a single garage.

Section 14—this is a single garage.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Field (1) or at our offices.

Meumann & White, Execution-Creditor's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. AGB/mn/032724.)

Case 2300/94

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

In the matter between **Allied Bank**, Plaintiff, and **Ernest Robert Ndlovu**, and **Florina Ndlovu**, Defendants

In pursuance of judgment in this action the following immovable property shall be sold in execution on Wednesday, 29 November 1995 at 10:00, in front of the Magistrate's Court, South Entrance, under the Flag Pole, Umlazi, to the highest bidder:

Ownership Unit 1165, Township of Umlazi-Unit 12 county of Durban, as more fully shown on General Plan BA38/1968 held by me under Deed of Grant G1935 dated 23 April 1970 and in respect of which deed of grant transfer was registered to me on 29 May 1970, in extent 472,6 square metres, situated Ownership Unit 1165, Unit 12, Umlazi Township, Umlazi.

Improvements: Brick/block plastered dwelling-house with asbestos roof consisting of three bedrooms, bathroom, kitchen, dining-room, electricity. *Outbuildings:* Three bedrooms.

Town-planning: Zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Umlazi, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban, 4001. (Ref. L. Theron/027162.)

Case 4858/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Craig Henry Raw**, 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, Durban Central in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 24 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 1 as shown and more fully described on Sectional Plan SS32/89, in the scheme known as Stanley Road 95, 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 108 (one hundred and eight) square metres;

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

Which property is physically situated at 95 Stanley Road, Umbilo, 4001, and which property is held by the above-named Defendant and by virtue of Deed of Transfer ST6029/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge/dining-room, kitchen, bathroom, two bedrooms, patio and staffroom.

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 16th 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/U072/020993/Mrs Chelin.)

Case 2019/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Nedcor Bank Limited**, formerly trading as Nedperm Bank Limited, and South African Permanent Building Society Limited, Execution Creditor, and **Vanitha Anandhum**, Execution Debtor

In pursuance of a judgment granted on 10 July 1995, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 1 December 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Lot 303, Highridge (Extension 1), situated in the kwaDukuza/Stanger Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent five hundred and sixty-one (561) square metres.

Improvements: A brick under tile dwelling consisting of open plan dining-room and lounge, kitchen, three bedrooms (main en suite), toilet and bathroom.

Improvements done to the best ability of Deputy Sheriff. Nothing is guaranteed.

Physical address: 26 Coalwood Place, Windy Heights, Stanger.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The property shall be sold to the highest bidder at the sale.
3. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per centum (10%) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.
4. The balance of the purchase price is payable against transfer of the property, to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
5. The purchaser shall be liable for payment of interest at the rate of (17,25%) seventeen comma two five per centum per annum to the Execution Creditor, from the date of sale to the date of registration of transfer.
6. The transfer shall be effected by Laurie C. Smith Incorporated and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
7. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Stanger and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 18th day of October 1995.

Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street; P.O. Box 46, Stanger. (Ref. Mr Horton/RK/N.560/Colls.)

Case 2642/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Sureshkumar Gareeb**, First Defendant, and **Indumathi Gareeb**, Second 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 to the Magistrate's Court, Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve:

Lot 1746, Reservoir Hills Extension 5, situated in the City of Durban, Administrative District of Natal, in extent 723 square metres, held by Defendants under Deed of Transfer T18353/1971, and having a street address at 127 Riddick Avenue, Reservoir Hills.

2. **Improvements and zoning** (which are not warranted to be correct):

2.1 The property is zoned Special Residential 650.

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 tile double-storey dwelling comprising a lounge, family room, dining-room, six bedrooms, kitchen, two bathrooms with w.c. and w.c.

2.2.2 Garage.

3. **Terms:**

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges being [5% (five per centum) on the first R20 000 of the price and 3% (three per centum) on the balance, with a maximum of R6 000] (plus VAT payable thereon), in cash or by bank or bank-guaranteed cheque on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 9th day of October 1995.

J. M. Koch, for John Koch & Company, Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1281/D11.)

Case 25/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT COLENZO

In the matter between **Karl Heinrich Ewald Schmidt**, First Execution Creditor, **Nora Ida Gerda Driemeyer**, Second Execution Creditor, **Hilda Frieda Cronjé**, Third Execution Creditor, **Winifred Dorothea Gray**, Fourth Execution Creditor, and **Emma Horner**, Fifth Execution Creditor, and **Moonsamy Balakistan Naidoo**, First Execution Debtor, and **Muniammah Naidoo**, Second Execution Debtor

Pursuant to a warrant of execution dated 19 May 1995, the following property will be sold in execution by the Sheriff of the Court, Estcourt, KwaZulu/Natal, on Wednesday, 29 November 1995 at 10:00, in front of the Magistrate's Court, Sir George Street, Colenso:

Lot 36, Colenso, situated in the Colenso/Nkanyesi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent four thousand and forty-seven (4 047) square metres, and situated at 5 Sutherland Street, Colenso, and held by Deed of Transfer T13247/92.

The following information is given about the immovable property but is not guaranteed.

Improvements: Dwelling-house comprising five bedrooms, lounge, dining-room, kitchen, pantry, two bathrooms and three toilets.

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 10% (ten per centum) of the purchase price immediately after the sale and the balance together with interest to be secured within fourteen (14) days thereafter by a bank or building society guarantee or other acceptable guarantee, to be approved by the Sheriff.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt or the Magistrate's Court, Colenso.

Dated: 17 October 1995.

Lombard & Badenhorst Inc., Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 4534/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Yagambaram Reddy**, First Defendant, and **Saradhambal Reddy**, Second Defendant

In pursuance of judgment granted on 22 June 1994, in the Court of the Magistrate, Verulam, and under a writ of execution, issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 4 December 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 5534, Verulam Extension 46, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 390 (three hundred and ninety) square metres.

Street address: 18 Park Lane, Verulam.

Improvements: Brick under tile dwelling comprising of three bedrooms (carpeted), kitchen (tiled), lounge (carpeted), toilet and bath and no fence. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 10th day of October 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z25857/JR/cc.)

Case 3366/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Lesole Joseph Khake**, 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 1 December 1995 in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, at 10:00, to the highest bidder:

Description:

Ownership Unit D145 situated in the Township of Kwa Dabeka, District of Kwa Dabeka, in extent 424 square metres, represented and described on General Plan 328/1984, held by virtue of Deed of Grant 00010905/89, signed at Pietermaritzburg on 17 May 1989.

Physical address: Unit D145, Kwa Dabeka.

Improvements: Single-storey brick under asbestos dwelling comprising bedroom, kitchen, lounge, bathroom and toilet.

(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 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 to be furnished within fourteen (14) days after the sale.

The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Strauss Daly Inc.

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

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z04611/OE.)

Case 1388/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SCOTTSBURGH HELD AT UMZINTO

In the matter between **Widenham Health Committee**, Plaintiff, and **Prakash Sewsanker**, Defendant

In pursuance of judgment granted on 27 September 1993 the immovable property hereunder will be sold in execution on 24 November 1995 at 10:00, at the Sheriff's Office, 1 Savell Place, Scottburgh South:

Description: Subdivision 247 of Lot 2, 1668 Widenham.

Postal address: 247 Widenham, Umkomaas, Natal.

Held by the Defendant in his name under Deed of Transfer T15495/1991.

Improvements: Vacant land.

Nothing is guaranteed in these respects and the property is sold voetstoots.

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 immediately after the sale, the balance against transfer to be secured by a bank/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.

3. Purchaser shall pay interest at the rate presently charged by the bondholder Nedcor Bank from the date of sale to date of transfer.

4. The full conditions of sale may be inspected at the Sheriff, Scottburgh's Office, 1 Savell Place, Scottburgh South or at the offices of Meumann & White.

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

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. AGB/MCHN/015780.)

Case 130/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTSBURGH

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **Michael Joseph Laubscher**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Umzinto, and the warrant of execution issued pursuant thereto on 20 July 1995, the immovable property described as:

Lot 575, Hibberdene, situated in Hibberdene Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 029 square metres, held under Deed of Transfer T912/93 and situated at Miami Road, Hibberdene, will be sold in execution on Friday, 24 November 1995 at 10:00, at the Sheriff's Office, 1 Savell Place, Scottburgh South, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Van den Bosch & Rousseau, First Floor, 148 Scott Street, Scottburgh, and at the office of the Sheriff of Umzinto, 1 Savell Place, Scottburgh South. The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000, and a minimum commission of R200.

- (e) The property shall be sold subject to any valid existing tenancy (if any).
- (f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.
- (g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: Dwelling under brick and asbestos, consisting of lounge, dining-room and study combined, kitchen, bathroom (consisting of bath and basin), separate shower, three bedrooms with built-in cupboards and toilet.

Outbuildings: Double garage and servant's quarters with separate toilet.

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

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, c/o Van den Bosch & Rousseau, First Floor, 148 Scott Street, Scottburgh. (Ref. E. R. Barry/N274/01N209613.)

Case 2871/95

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Magalingam Pillay**, First Execution Debtor, and **Savunthalay Pillay**, Second Execution Debtor

In pursuance of a judgment granted on 8 August 1995, in the Magistrate's Court for the District of Chatsworth, held at Chatsworth and writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 28 November 1995 at 10:00, in front of the Magistrate's Court Building, Chatsworth:

Description: Lot 241, Shallcross, situated in the Development Area of Shallcross, Administrative District of KwaZulu/Natal, in extent two hundred and ninety-seven (297) square metres, held under Deed of Transfer T15181/90.

Street address: 31 Biggarsberg Street, Shallcross.

Improvements: Brick under tile roof dwelling with fenced yard, consisting of three bedrooms, kitchen, lounge, bath and toilet.

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 payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited, formerly South African Permanent Building Society), on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the 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 Chatsworth, 12 Oak Avenue, Kharwastan, Tel. 43-2217.

Dated at Durban this 18th day of October 1995.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 3487/94

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

Nedcor Bank Limited, Execution Creditor *versus* **Hector Edwin Corrigall**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 3 May 1994, the following immovable property will be sold in execution on 24 November 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 8 of Lot 534, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and sixty-one (361) square metres, situated at 135 Railway Street, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: An office workshop constructed of brick under tiled roof with a large lean-to shed attached.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 17th day of October 1995.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G252.)

Case 22065/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Baresmay Investments CC**, First Execution Debtor, and **Barry John Dennis**, Second Execution Debtor, and **Esmay Silvery Dennis**, Third Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 8 October 1993, the following immovable property will be sold in execution on 24 November 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 722 (of 16) of the farm Bishopstowe 2587, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two thousand seven hundred and twenty-one (2 721) square metres, situated at 26 Mustang Drive, Glenwood, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A commercial property consisting of offices, shop and basement flat constructed of brick under iron roof.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 17th day of October 1995.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 29696/92

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Ernest Lungisa Hlankanyane**, First Execution Debtor, and **Lulamile Lilla-Rose Hlankanyane**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 30 March 1993, the following immovable property will be sold in execution on 24 November 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 8 of Lot 1160, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two thousand two hundred and thirty-six (2 236) square metres, situated at 55 Mills Circle, Hayfields, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house constructed of brick under tile roof, consisting of lounge, dining-room, study, four bedrooms, two bathrooms, double garage, three carports and servant's quarters.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 17th day of October 1995.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 2128/93

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

In the matter between **Avlon Furniture Centre**, Plaintiff, and **M. S. Mahomed**, First Defendant, and **Rabia Essa Valli Mahomed**, Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 13 June 1995 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on 24 November 1995 at 09:30, at the Sheriff's Offices, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Subdivision 3 of Lot 131, Pietermaritzburg, situated in Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District Province of KwaZulu/Natal, in extent 2 388 m², held under Deed of Transfer T2580/93. There is a restricted servitude reg over the property in favour of Caltex Oil SA (Pty) Ltd. The property shall not be used for any purpose other than a Caltex Garage.

The property is situated at 10 Allandale Drive, Pietermaritzburg, known as Caltex Garage, Allandale Auto Centre, and consists of under IBR covering on steel trusses and purlins, 342 m² with spares store-room, lower motor store-room, upper store-room, workshop, general office, lubr. bay. Mechanic's change room, three toilets, roofed refuse area, private office and records room, attendance shelter and petrol forecourt. Floor comprises reinforced steel, structural steel work, reinforced brickwork, tuck shop and take-away, kitchen lobby and store-room.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 18,25% (eighteen comma two five per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 11th day of October 1995.

J. Leslie Smith & Co., Plaintiff's Attorneys, P.O. Box 297, Pietermaritzburg, 3200.

Case 1932/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mervyn Reuben Naidoo**, First Defendant, and **Dhanalutchmee Naidoo**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Wednesday, 27 September 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg on the steps of her office on Friday, 24 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 her office at 6 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Remainder of Subdivision 3 (of 2) of Lot 2101, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and eighty-nine (389) square metres, which property is physically situated at 49 Pine Street, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T22647/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under tile, consisting of lounge, dining-room, three bedrooms, kitchen, bathroom, toilet and sun porch. There is an outbuilding consisting of servant's quarters with toilet and double garage.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 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 718/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Eric Francis Wilke**, First Defendant, and **Pearl Wilke**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Friday, 25 March 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 Pietermaritzburg on the steps of her office on Friday, 24 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 her office at 6 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 6 of Lot 1134, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand and sixty-one (1 061) square metres, which property is physically situated at 12 Walter Short Road, Scottsville, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T7768/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under tile, consisting of an entrance hall, lounge, dining-room, three bedrooms, dressing room, kitchen, bathroom, bath, shower and toilet, another toilet and laundry. There is an outbuilding consisting of two servants' quarters, store-room, toilet, shower and carport.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 15th day of October 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1999/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Msawenkosi Theophilus Mtetwa**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday, 21 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 Empangeni in front of the Magistrate's Court, Union Street, Empangeni, KwaZulu/Natal, on Thursday, 7 December 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 Old Sugar Mill Way, Empangeni, KwaZulu/Natal, namely:

Lot A305, situated in the Township of Nseleni, District of Enseleni, in extent seven hundred and seventy (770) square metres, which property is physically situated at Lot A305, Nseleni, KwaZulu/natal, and which property is held by the above-named Defendant under and by virtue of Deed of Grant G006083/88.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, block under tile, consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 16th day of October 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 11276/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Sathasivan Kathoo Pillay**, First Defendant, and **Dhavagee Pillay**, Second Defendant

In pursuance of a judgement of the above Honourable Court dated 7 June 1995, the following property will be sold in execution on Friday, 1 December 1995 at 11:00, in the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Sub. 368 of the farm Orient Heights 15738, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and eighteen (618) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 18 Aquarius Drive, Orient Heights, Pietermaritzburg, the main dwelling comprises a lounge, dining-room, kitchen, three bedroom, one and a half bathrooms, shower, porch and the outbuilding comprises a garage.

Important terms and conditions:

(a) The purchaser shall pay 10% of the purchase price at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 days of the date of the sale.

(b) The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 20th day of October 1995.

Ganie & Company, 493 Longmarket Street, Pietermaritzburg. (Ref. Ms Y. Chetty:YN:N122.)

Case 20152/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Bharat Ramnarain**, First Defendant, and
Nirmala Ramnarain, Second Defendant

In pursuance of judgment granted on 7 September 1995 in the Pietermaritzburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 December 1995 at 11:00, at Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 6 of Lot 78, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 586 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 63 Mothie Singh Road, Raisethorpe, Pietermaritzburg, which property consists of land improved by a dwelling-house under brick and corrugated iron comprising lounge, kitchen, five bedrooms, shower, and two w.c.'s, and an outbuilding comprising garage, servant's room, stores and w.c.

Material condition of sale:

The purchaser shall pay ten (10%) 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, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 17th day of October 1995.

F. Jasat, for Jasat & Jasat, Plaintiff's Attorneys, Suites 1 and 2, 370 Longmarket Street, Pietermaritzburg, 3201. [Tel. (0331) 42-0191/2.] (Ref. 01/N261/003/SN.)

Case 9027/94

IN THE SUPREME COURT OF SOUTH AFRICA
 (Durban and Coast Local Division)

In the matter between **ABSA Bank Limited (No. 86/04794/06)**, Plaintiff, and **Soobramoney Munusamy**, 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, Chatsworth, at the Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Friday, 28 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 6 Gosai Centre, 56 Greendale Road, Silverglen, namely:

Lot 2091 of Sub. 2284 of the farm Chat One 14542, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 465 (four hundred and sixty-five) square metres, now known as Sub. 2091 (of 2284) of Lot 101, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 465 (four hundred and sixty-five) square metres, which property is physically situated at 16 Equality Street, Chatsworth, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T22927/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/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 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 24th day of 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/A332/005717/Mrs Chelin.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mduduzi Jeremiah Nqayi**, Defendant

In pursuance of a judgment of the above Honourable Court dated 23 August 1995, a sale in execution will be held on Friday, 1 December 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, the following property will be sold by the Sheriff for the Supreme Court, Inanda District, Area 1, to the highest bidder:

Ownership Unit E50, in the Township of Ntuzuma, District of Ntuzuma, in extent 346 square metres represented and described on General Plan PB 125/1980, with the postal and street address Unit E50, Ntuzuma.

Improvements (The following information is furnished but nothing is guaranteed in this regard):

The property consists of a block under asbestos roof house with water and lights comprising of two bedrooms, kitchen, lounge and toilet with bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda District, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 25th day of October 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/N535.3860/95.)

Case 448/91

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Radhia Bhanoo Hartley**, 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, 1 December 1995 at 10:00:

Description: Lot 44, Kenville, situated in the City of Durban, Administrative District of Natal, in extent one thousand and seventy-seven (1 077) square metres, held under Deed of Transfer T20740/80.

Physical address: 11 Crown Road, Kenville, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: All under one roof, brick paving and courtyard entrance, tile roof, plaster walls, single garage, single storey residential dwelling, plastic roof front courtyard. *House:* Tile roof/plaster walls, canopy over entrance front, balcony at side, patio at back, store-room, lounge tile floor, dining-room with tile floor, scullery fitted cupboards, tiled floor and walls, kitchen fitted cupboards, fitted eye-level-oven, tiled floor and walls, study, fitted carpet, two bedrooms, built in cupboards, fitted carpets, bedroom, built in cupboards, fitted carpets, en suite shower, toilet/basin, bathroom (bath and basin) tiled floor and walls, shower, cubicle, tiled floor and walls and toilet and tiled floor and walls..

Servant's quarters, under main roof, room and toilet/shower.

Basement: Two rooms and small room.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 11th day of October 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.4174/mvr.)

Case 21177/94
PH 433IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Jacksons Metals (Pty) Limited**, Plaintiff (Execution Creditor), and **Leran Trading (Pty) Limited**, First Defendant (First Execution Debtor), and **Moodley, K. J.**, Second Defendant (Second Execution Debtor)

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) and writ in the above-mentioned matter, a sale by public auction will be held on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 1 December 1995 at 10:00, by the Sheriff, Durban, upon conditions which may be inspected at the office of the said Sheriff and which will be read out by the auctioneer at the time of the sale of the property owned by the Defendant, being:

Certain Portion 60 of Erf 711, Brickfield, Durban, Registration Division KwaZulu, Natal (1 Taroba Place, Overport), held by Deed of Transfer T3394/93, subject to such conditions as are mentioned and/or referred to in the aforesaid deed.

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

Single storey brick/plaster dwelling under tile roof consisting of:

1. *Main house*: Lounge with carpet floor; dining-room with carpet floor, three bedrooms with carpet floor, bathroom with tile floor/wall (bath/washbasin), toilet with marley tile floor (toilet/washbasin), kitchen with tile floor/wall and open verandah.

2. *Basement*: Open cellar and toilet (toilet/shower/washbasin).

3. *Outbuildings*: Bedroom, kitchen and toilet with tile floor (toilet/shower/washbasin).

4. *Outbuildings*: Bedroom and kitchen.

5. *Outbuilding*: Lockup garage.

The property is fully fenced with steel gates.

Terms: 10% (ten per centum) of the purchase price in cash on the day 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 date of sale. Auctioneer's charges are payable on the date of the sale at the rate of 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) with a maximum fee of R6 000 and a minimum fee of R100.

Dated at Johannesburg this 12th day of October 1995.

Kasimov & Associates, Attorneys for the Plaintiff, Second Floor, 9 Wellington Road, Parktown; P.O. Box 7622, Johannesburg. (Tel. 484-4130.) (Ref. K. Kasimov/MN/V53/r1.)

Case 5236/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sibusiso Nicholas Kunene**, Defendant

In pursuance of a judgment of the above Honourable Court dated 23 August 1995 a sale in execution will be held on Friday, 1 December 1995 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, the following property will be sold by the Sheriff for the Supreme Court, District of Inanda, Area 1, to the highest bidder:

Site 458, in the Township of Ohlange, District of Verulam, in extent of 326 square metres, represented and described on General Plan SG2271/1987, with the postal and street address Site 458, Ohlange.

Improvements: (The following information is furnished but nothing is guaranteed in this regard): The property consists of a block under asbestos roof house with water and lights comprising two bedrooms, kitchen, toilet outside and no bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, District of Inanda, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this the 25th day of October 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/N535.3862/95.)

Case 1521/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Krishna Naidoo**, First Defendant, and **Asothamma Naidoo**, Second Defendant

In pursuance of judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 28 November 1995 at 10:00 at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 1322 (of 396) of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 1 043 square metres.

Postal address: 30 Oceanview Avenue, Silverglen.

Improvements: Brick under concrete slab tile roof dwelling consisting of four bedrooms, built-in cupboards and carpeted, two en suites, dining-room, two lounges, pantry, all floors tiled, kitchen with built-in cupboards, bathroom and toilet, shower room, two toilets all tiled, TV room, prayer room, balcony, double garage, swimming-pool, tarred driveway, paved courtyard and fully fenced.

Town-Planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank and guarantee within twenty-one days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 34305/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Dhanasagren Naiker N.O.**, Defendant

In pursuance of judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 28 November 1995 at 14:00 at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 17 of Lot 329, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 997 square metres.

Postal address: 59 Carden Crescent, Parlock, Durban.

Improvements: Dwelling consisting of brick and asbestos roof, kitchen, dining-room, lounge, dining-room, four bedrooms, bathroom, toilet, w.b. shower, verandah, outside temple, cellar room under house, four store rooms, brick and asbestos roof, lock up garage and asbestos roof.

Town-Planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank and guarantee within twenty-one days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 21235/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Muziwamandla Bradford Ngcobo**, First Defendant, and **Nkoti Heather Ngcobo**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 7 July 1995, the following immovable property will be sold in execution on Tuesday, 28 November 1995 at 10:00, in front of the Magistrate's Court, Albert Street, Estcourt, to the highest bidder:

Lot 1808, Estcourt Extension 15, situated in the Borough of Estcourt, Administrative District of Natal, in extent 929 (nine hundred and twenty-nine) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 17 Jocilin Crescent, Estcourt, which property comprise three bedrooms, two bathrooms, shower, two w.c.'s, lounge, dining-room, study, kitchen, laundry and verandah. Outbuilding comprise garage, servants' quarters and w.c.

Material condition of sale:

The purchaser shall pay 10% (ten per centum) 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, Estcourt, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 142 Conner Street, Estcourt, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 30th day of October 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case 7246/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shingani Raymond Ngcobo**, Defendant

In pursuance of a judgment granted in the Magistrate's Court, Durban, on 28 August 1995, and a writ of execution duly issued the immovable property listed hereunder will be sold in execution on 1 December 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description of property: Ownership Unit F2213, in the Township of Ntuzuma, in extent 315 (three hundred and fifteen) square metres.

Address: F2213, Ntuzuma.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet, bathroom, water and lights facilities.

Zoning: Residential area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this 25th day of October 1995.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mr Archary/sg/N13.)

SALE IN EXECUTION

BERNARD C. SAMUELS/BALKISSON BALDEO

Date to be advertised: 1 November 1995.

Firm's name: Bernard C. Samuels.

Address: Suite 203, Dinvir Centre, 121/3 Field Street, Durban.

Case No.: 16790/95.

Plaintiff: Bernard C. Samuels.

Defendant: Balkisson Baldeo.

Date of sale: Thursday, 16 November 1995.

Place of sale: 62 Caversham Road, Pinetown.

Goods that are for sale: Defy Fridge, Kelvinator Fridge, General Electric Fridge, Samsung Fax Machine.

Please ensure that the sale notice and advertisement specify that sales are for cash or bank-guaranteed cheque.

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

In the matter between **Durban Spa Body Corporate** as Plaintiff and various Defendants listed below

In pursuance of judgment granted on the dates as listed below, in the Magistrate's Court, Durban, and under writ of execution issued thereafter, the immovable property in regard to the section numbers in the Durban Spa Sectional Title Scheme and the case numbers listed hereunder will be sold in execution on Thursday, 30 November 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

<i>Defendant</i>	<i>Case No.</i>	<i>Date of judgment</i>	<i>Section No.</i>	<i>Cabana No.</i>	<i>Area in m²</i>	<i>Sectional Plan No.</i>
J. J. Barnard.....	37814/95	95-07-24	59	808	31	452/1985
M. E. Brink.....	68161/94	94-11-03	50	707	31	452/1985
D. J. N. Botha.....	37849/95	95-07-21	48	705	39	452/1985
D. J. N. Botha.....	37850/95	95-07-20	48	705	39	452/1985
R. G. Byres (Pty) Ltd.....	37870/95	95-07-20	21	402	70	87/1983
J. J. E. Botha.....	37862/95	95-07-20	48	705	39	452/1985
F. P. S. de Wet.....	37856/95	95-07-20	14	301	39	87/1983
P. G. Gasson.....	37859/95	95-07-20	62	903	78	452/1985
A. V. Hopewell.....	9711/95	95-03-15	68	1001	45	254/1987
P. Jacobs.....	37815/95	95-07-24	91	1207	31	147/1989
F. F. Kolbe.....	52706/94	94-08-16	84	1108	31	147/1989
J. E. May.....	61576/95	95-09-27	41	606	45	452/1985
B. P. McAuliff.....	37854/95	95-07-20	73	1006	45	254/1987
H. D. M. McCabe.....	37869/95	95-07-20	54	803	78	452/1985
G. H. Nel and M. E. Nel.....	9329/95	95-07-25	74	1007	31	254/1987
P. S. O'Neil.....	52713/94	94-08-16	98	1306	45	147/1989
G. L. Steenkamp.....	52715/94	94-08-16	68	1001	45	254/1987
H. L. Venter.....	37242/95	95-07-20	23	404	70	87/1983
J. H. van Zyl.....	37826/95	95-07-20	39	604	78	452/1985
H. M. van der Merwe.....	39035/95	95-07-20	54	803	78	452/1985
H. M. van der Merwe.....	39036/95	95-07-24	54	803	78	452/1985
H. J. Botha.....	37858/95	95-07-20	89	1205	39	147/1989
M. C. Venter.....	37830/95	95-07-20	85	1201	45	147/1989
R. G. Byres (Pty) Ltd.....	37871/95	95-07-21	46	703	78	452/1985
A. H. van Eck.....	37829/95	95-07-20	68	1001	45	254/1987
S. J. van den Berg.....	37827/95	95-07-21	67	908	31	452/1985
F. J. de Beer.....	37812/95	95-09-26	94	1302	39	147/1989
J. Schutte.....	21763/95	93-05-27	22	403	70	87/1983
A. T. Schroder.....	6358/95	95-10-09	47	704	78	452/1985
H. R. Ludik.....	22684/93	93-06-04	50	707	31	452/1985
J. M. Hopewell.....	9712/95	95-03-31	77	1101	31	147/1989
W. J. J. Engelbrecht.....	63860/95	95-10-09	02	1011	39	87/1983
J. Schutte.....	21770/93	93-06-01	22	403	70	87/1983

Property description:

1. An undivided 1/52nd share in and to a unit consisting of the sections as listed above and as shown and more fully described on sectional plan number listed above in the scheme known as Durban Spa in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban, of which section the floor area according to the sectional plan is in extent the number of square metres as on the list above.

2. An undivided share in the common property in the scheme apportioned to the said sectional title in accordance with the participation quota as endorsed in the said sectional plan.

Physical address: Cabana Number as listed above, Durban Spa, 57 Marine Parade, Durban.

Improvements: A self contained apartment.

Duration of time-share right: The right transferred by such shall endure for the lifetime of the property timesharing scheme.

Property zoning: General Residential.

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 the purchase price, plus the auctioneer's commission, in cash immediately after the sale.

3. Payment of VAT, which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.

4. Transfer shall be effected by the Plaintiff's attorney and the purchaser shall pay transfer costs together with all legal charges in those proceedings in which judgment has been obtained against the Defendant as aforesaid, including collection commission.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, Second Floor, 21 Stafmeyer House, Beach Grove, Durban.

Dated at Durban on this 30th day of October 1995.

G. Buchner, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. V. McCarogher.)

Case 111/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **A. L. J. Thabede**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 17 August 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 28 November 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2403, Ezakheni, in extent 450 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G04705/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living room, kitchen and out-buildings, w.c. and shower.

Extent: 450.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 28 November 1995 at 15:00, at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 27th day of October 1995.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF337.)

Case 25/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **L. M. Dlamini**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 12 May 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 28 November 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit B2099, Ezakheni, in extent 300 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G00774/79.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising two bedrooms, living room, kitchen, bathroom and w.c., no outbuildings.

Extent: 300.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 28 November 1995 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 27th day of October 1995.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF258.)

Case 54/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **D. M. Zondi**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 25 August 1995, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 28 November 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit C2058, Ezakheni, in extent 679 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G03218/85.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under asbestos roof, comprising two bedrooms, living room, kitchen, w.c. and bathroom combined.

Extent: 679.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 28 November 1995 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 27th day of October 1995.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF707.)

Case 47431/93

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

In the matter between **Knight Print CC**, trading as Printing Centre, Execution Creditor, and **Matuza Direct Sales** (Mr S. Nkwanyana: declared proprietor), Execution Debtor

In pursuance of a judgment granted on 23 August 1993, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 1 December 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit F367, in the Township of Ntuzuma, District of Ntuzuma, in extent 315 (three hundred and fifteen) square metres, represented and described on General Plan PB419/1978, by virtue of Deed of Grant registered G4869/271.

Physical address: Unit F367, Ntuzuma Township.

Improvements: Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet with bathroom, wire fencing and outbuilding comprising two bedrooms, lounge, toilet with shower and electricity and water facilities.

Town-planning zoning: 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 rules 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 18,50% (eighteen comma five nought 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, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

6. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne 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 2nd day of November 1995.

Garlicke & Bousfield Inc., Execution Creditor's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Tel. 305-7595.) (Ref. Mr J. Whittle/dlg.)

Case 24/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **N. H. Hlongwa**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 27 June 1995, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 28 November 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit A796, Ezakheni, situated in the Administrative District of KwaZulu/Natal, held under Deed of Grant G01194/14.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed: *Improvements:* Brick under tile dwelling comprising three bedrooms, living-room, dining-room, kitchen, bathroom and w.c., garage and carport and a verandah.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 28 November 1995 at 15:00, at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 (twenty-one) days.

Dated at Ladysmith on this 27th day of October 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF642.)

Case 33/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **N. J. Sikhonde** Defendant

In pursuance of a judgment granted in the above Honourable Court on 8 June 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 14 November 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E3036, Ezakheni, in extent 442 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G01061/92.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living room, kitchen and out-buildings, w.c. and shower, in extent 442.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith, on 14 November 1995 at 15:00, at the Magistrate's Court, Ezakehni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 27th day of October 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF523.)

Case 18082/94
PH 170

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

In the matter between **Standard Bank of SA Limited**, Judgment Creditor, and **Brazier, Victor Claude**, Judgment Debtor

Pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held in front of the Magistrate's Court, Port Shepstone, Court-house Road, Port Shepstone, on 1 December 1995 at 10:00, of the undermentioned properties of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the Supreme Court, Port Shepstone, 20 Riverview Road, Sunwhich Port, Port Shepstone, prior to the sale:

Certain Lot 650, Leisure Bay, situated in the Umtamvana/Port Edward Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu, Natal, measuring 1 071 (one thousand and seventy) square metres held by virtue of Deed of Transfer T8525/1992 and corresponding to the street address Lot 650, Hasting Avenue, Leisure Bay, Munster.

The above-mentioned property is an empty plot.

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

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

Dated at Johannesburg on this 31st day of October 1995.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 336-2681.) (Ref. L. Rothschild/S7012.)

Case 647/87

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Chris van der Merwe & Partners**, Plaintiff, and **D. Govender**, also known as Dan Pillay (Kuppan) (more commonly known as Kuppan Nairansamy), Defendant

In pursuance of a judgment granted on 27 April 1987, in the above Court and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 4 December 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

1. (a) **Deeds office description:** Lot 498, Briardale, situated in the City of Durban, Administrative District of Natal, in extent 256 square metres, registered in the name of Narainsamy Kuppan by virtue of Deed of Transfer T18338/1985, dated 1 September 1985.

(b) **Street address:** 40 Nordale Road, Briardale.

(c) **Improvements** (not warranted to be correct): Semi-detached, double-storey, brick under tiles, water and lights. **Upstairs:** Three bedrooms. **Downstairs:** Kitchen, lounge and dining-room, toilet, bathroom, semi-detached garage with basement and concrete fencing.

(d) **Zoning/Special privileges or exemptions:** Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Empangeni, as well as Sheriff's Office, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni on this the 30th day of October 1995.

Chris van der Merwe & Partners, The Park, Unit J1, Ground Floor, 7 Pearce Crescent, P.O. Box 857, Empangeni, 3880. [Ref. Mr Van der Merwe/ev/CV18 (459).]

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 13700/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Fidelity Bank**, Vonnisskuldeiser, en **Albert Mohau Madiele**, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 6 Oktober 1995, in die Welkom, Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 24 November 1995 om 11:00, voor die Tulbach-ingang van die Landdroskantore, Welkom, 9460, deur C P C Afslaers, Constantiaweg, Welkom, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 1825, geleë in die stad en distrik Welkom, groot 937 (negehonderd sewe-en-dertig) vierkante meter, gehou kragtens Akte van Transport T19816/1994.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Constantiaweg, Welkom, 9460.

Gedateer te Welkom op hede die 25ste dag van Oktober 1995.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, 24 Heeren Street, Posbus 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/RO/AF0103.)

Saak 19570/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Rantlai Petrus Molemela**, Eiser, en **Tihoriso David Mohlakoana**, Verweerder

Ingevolge uitspraak van die Landdroshof tot geregtelike verkoping kragtens lasbrief vir eksekusie gedateer 17 Januarie 1995, sal die ondergemelde onroerende eiendom per openbare veiling op Vrydag, 1 Desember 1995 om 10:00, by die Peetlaan-ingang tot die Landdroshof deur die Balju aan die hoogste bieder verkoop word, naamlik:

Erwe 12012 en 12013, Mangaung, Bloemfontein.

Die verkoopvoorwaardes kan geïnspekteer word te die kantore van die Balju, Bloemfontein.

J. M. Burger, vir Honey & Vennote Ing., Tweede Verdieping, Watervalsentrum, Aliwalstraat, Posbus 29, Bloemfontein.

Saak 3843/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA (Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Sara Patrosa Leeu**, Eiseres, en **Solomon Leeu**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) in bogemelde saak op 9 Desember 1993 toegestaan, en ter uitvoering van 'n lasbrief van eksekusie, sal die Balju vir die Hooggeregshof van Bloemfontein-Oos, op Vrydag, 24 November 1995 om 10:00, te die Landdroskantore (Peetlaan-ingang), Bloemfontein, die volgende eiendom per openbare veiling verkoop:

Sekere Erf 4416, bekend as Walvisstraat, Heidedal-uitbreiding 10, Bloemfontein.

Die koper sal 10% (tien persent) van die koste kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae na datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Die 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 ten kantore van die Balju vir die Hooggeregshof te Bloemfontein-Oos.

R. J. Britz, vir Honey & Vennote Ingelyf, Prokureur vir Eiseres, Waterval Sentrum, Aliwalstraat, Bloemfontein.

Case 13559/95

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

In the matter between **G.B.S. Mutual Bank**, previously known as Grahamstown Building Society, Plaintiff, and **Vivian Ben Barrington**, Identity Number 6302215104088, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bloemfontein, granted on 1 July 1994, and a warrant of execution, the following property will be sold in execution with/without reserve to the highest bidder on Friday, 17 November 1995 at 10:00, at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, by the Sheriff, Bloemfontein West, namely:

Certain Erf 21229, Bloemfontein Extension 135, situated in the City and District of Bloemfontein, measuring 1 068 (one thousand and sixty-eight) square metres, held by virtue of Deed of Transfer T7525/1988, subject to certain conditions referred to therein, consisting of three bedrooms, lounge/dining-room, one and a half bathrooms, carport and tiled roof, and being 47 Alabama Crescent, Pellissier, Bloemfontein.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance within 14 (fourteen) days shall be paid or shall be secured by a bank or building society. The sale shall in all respects be governed by the Magistrates' Courts Act of 1944, and the rules made thereunder or any amendment thereof or substitution thereof and subject thereto. The property shall be sold voetstoots to the highest bidder. The purchaser shall be liable and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Court or 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 any relevant section of the Local Government Ordinance (Free State) or any amendment thereof or substitution therefor.

Conditions of sale: The full conditions of sale may be inspected prior to the sale at the office of the Sheriff, Bloemfontein West, President Building, St Andrew Street, Bloemfontein. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

D. A. Honiball (ND2907), c/o Israel & Sackstein, Attorney for Plaintiff, 26-28 Aliwal Street, Bloemfontein. [Tel. (051) 48-3145/6/7.]

Saak 8139/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Marthinus Christoffel de Bruyn**, Verweerder

Ingevolge 'n vonnis gedateer 3 Junie 1994, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 1 Desember 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 6, in die skema Heuvelkruin SS38/1988, geleë in die stad en distrik Bloemfontein, groot 189 (eenhonderd agt-en-negentig) m², gehou kragtens Transportakte ST2452/94, en beter bekend as Heuvelkruin 6, Leo van der Heeverstraat, Heuwelsig, Bloemfontein.

Verbeterings: Drieslaapkamermeenthuis, met sitkamer, eetkamer, studeerkamer, kombuis, twee badkamers, drie toilette en twee motorhuise.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,250% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 17de dag van Oktober 1995.

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, LT Trust-gebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.] (Verw. JHC/rs/CM4273.)

Saak 13483/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **J. A. van Deventer**, Verweerder

Geliewe kennis te neem dat bogemelde Eksekusieskuldeiser van voornemens is om die eiendom van die Eksekusieskuldenaars per openbare veiling te verkoop deur die Balju van die Landdroshof, Bloemfontein, op Vrydag, 1 Desember 1995 om 10:00, te Peetlaan-ingang tot die Landdroshof, naamlik:

Sekere: Erf 686, geleë in die dorp Langenhovenpark-uitbreiding 2, in die munisipaliteit Bainsvlei en distrik Bloemfontein, provinsie Vrystaat, groot 1 614 (eenduisend seshonderd-en-veertien) vierkante meter, gehou kragtens Transportakte T1471/93, Jan Brandstraat 19, Langenhovenpark, Bloemfontein.

Die volgende inligting ten opsigte van verbeteringe word verskaf, maar is nie gewaarborg nie: Die verbeteringe bestaan uit portaal, sitkamer, eetkamer, gesinskamer, studeerkamer, twee slaapkamers, badkamer, aparte stort, toilet, kombuis, opwas, stoorkamer en dubbelmotorhuis.

Die verkoopvoorwaardes lê ter insae by die Balju, Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Geliewe verder kennis te neem dat u hierby opgeroep word om binne 10 (tien) dae 'n redelike reserweprys vas te stel of skriftelik toe te stem tot die verkoping sonder reserweprys.

Geteken te Bloemfontein op hierdie 26ste dag van Oktober 1995.

J. B. Hugo, vir McKenchnie, Hugo & Strampe, Prokureurs vir Eiser, Vierde Verdieping, Presidentgebou, St Andrewstraat 123, Posbus 2929, Bloemfontein. [Tel. (051) 30-2000.]

Saak 16106/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **M. D. Matsheng**, Eerste Verweerder, en **M. A. Matseng**, Tweede Verweerder

Geliewe kennis te neem dat bogemelde Eksekusieskuldeiser van voornemens is om die eiendom van die Eksekusieskuldenaars per openbare veiling te verkoop deur die Balju van die Landdroshof, Bloemfontein, op Vrydag, 15 Desember 1995 om 10:00, te Peetlaan-ingang tot die Landdroshof, naamlik:

Sekere: Perseel 16116, geleë in die dorp Mangaung, distrik Bloemfontein, provinsie Vrystaat, groot 261 (tweehonderd een-estig) vierkante meter, gehou kragtens Transportakte TL960/91.

Die volgende inligting ten opsigte van verbeteringe word verskaf, maar is nie gewaarborg nie: Die verbeteringe bestaan uit sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis.

Die verkoopvoorwaardes lê ter insae by die Balju, Barnesstraat 5, Bloemfontein.

Geliewe verder kennis te neem dat u hierby opgeroep word om binne 10 (tien) dae 'n redelike reserweprys vas te stel of skriftelik toe te stem tot die verkoping sonder reserweprys.

Geteken te Bloemfontein op hierdie 27ste dag van Oktober 1995.

E. Vellema, vir McKenchnie, Hugo & Strampe, Prokureurs vir Eiser, Vierde Verdieping, Presidentgebou, St Andrewstraat 123, Posbus 2929, Bloemfontein. [Tel. (051) 30-2000.]

Case 3575/94

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

In the matter between **Caltex Oil (SA) (Pty) Limited**, Plaintiff, and **U Trail CC**, First Defendant, and **Marthinus Christoffel de Bruyn**, Second Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 1 December 1995 at 10:00, on conditions to be read out by the auctioneer at the time of the sale of the following property of the Second Defendant to wit:

Certain: Portion 6, as more fully described on Sectional Plan SS38/1988, known as 6 Heuwelkruin, Leo van den Heever Crescent, Heuwelsig, Bloemfontein, held by the Second Defendant in terms of Deed of Transfer ST2452/94 with improvements thereon.

Terms: The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Townhouse consisting of three bedrooms, lounge, dining-room, study, kitchen, two bathrooms, three toilets and two garages.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein on this the 26th day October 1995.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 5878/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad**, Eiser, en **Francisco, J. C.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 12 Oktober 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 22318, geleë in die stad en distrik Bloemfontein, groot 803 vierkante meter, gehou kragtens Akte van Transport 10833/1994 geregistreer op 22 Julie 1994. (Perseeladres Kiepersolsingel 34, Lourierpark, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, badkamer, sitkamer en kombuis.

Buitegeboue: Afdak, stoep en motorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein te kantoorure.

Geteken te Bloemfontein hierdie 27ste dag van Oktober 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

Saak 13173/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Fast Lane Tyres BK**, Eiser, en **U-Trail BK**, Verweerder

Kragtens 'n vonnis van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 2 Oktober 1995, sal die ondervermelde eiendom per publieke veiling vir kontant op Vrydag, 1 Desember 1995 om 10:00, te die Landdroshof, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 25003, Bloemfontein, geleë te Andries Pretoriusstraat 212, Bloemfontein, gehou kragtens Transportakte T14556/92.

Die eiendom bestaan onder andere uit die volgende:

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van die veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 15,5% (vyftien komma vyf persent) per jaar op die koopsom bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Oos, Bloemfontein, en/of te die prokureurs vir die Eksekusieskuldeiser te Symington & De Kok, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 25ste dag van Oktober 1995.

De B. Human, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein.

Case 9295/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Cornelis Carel Potgieter van Tonder**, Defendant

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 29 June 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, 1994, as amended, to the highest bidder on 15 December 1995 at 11:00, at the Magistrate's Court, Tulbach Street entrance, Welkom, namely certain:

Certain Erf 4246, situated in the Township of Riebeeckstad, District of Welkom, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendant by Virtue of Deed of Transfer T7998/1988, known as 37 Hofman Street, Riebeeckstad, District of Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and shower, double car-port and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this the 2nd day of November 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL681.)

Case 12694/94

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

In the matter between **A. M. Weis**, Execution Creditor, and **M. L. Roodt**, Execution Debtor

In pursuance of a judgment and a warrant of execution dated 5 September 1995, in the Magistrate's Court at Welkom the following property will be sold in execution on 24 November 1995 at 11:00, at the Tulbach entrance, Magistrate's Offices, Heeren Street, Welkom:

Certain Stand 5988 (Coghlan Street 20, Seemeeupark, Welkom), measuring 1 685 square metres, situated at the Town and District of Welkom, held by the Execution Debtor under Deed of Transfer T9900/1995.

Description: Three bedroom house.

Outbuildings: Normal outbuildings.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the approval of the Execution Creditor within 7 (seven) days, and further subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules enacted in terms thereof.

2. The purchase price shall be payable as follows:

A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest on the purchase price calculated at the rate of 20,75% (twenty comma seven five percent) per annum from to date of registration of transfer shall be paid within 14 (fourteen) days from date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale, which will be read by the Sheriff or the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, Welkom, during office hours.

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

Saak 12694/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **A. M. Weiss**, Eksekusieskuldeiser, en **M. L. Roodt**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 5 September 1995 in die Landdroshof te Welkom sal die volgende eiendom verkoop word op 24 November 1995 om 11:00, te die Tulbachingang, Landdroskantore.

Sekere Erf 5988 (Coghlanstraat 20, Seemeeupark), groot 1 685 vierkante meters, geleë te die stad en distrik Welkom, gehou kragtens Akte van Transport T9900/95 en onderhewig aan sekere serwitute.

Beskrywing: Drieslaapkamerhuis.

Buitegeboue: Normale buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae 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 daarop bereken teen 'n koers van 20,75 % (twintig komma sewe vyf persent) per jaar vanaf 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 Geregsbode of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hede die 12de dag van Oktober 1995.

Case 4590/93

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 **Mkhambi Solomon Mtimkulu**, born 20 October 1940, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 24 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3037, Zamdela Township, District of Parys, measuring 268 m², held by the Defendant under Certificate of Registered Grant of Leasehold L539/1984, being 3037 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 6th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z76537/WRFCLS/Mr Brewer/djl.)

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Pieter Johann Heinrich van Lingen**, Eerste Verweerder, en **Karina van Lingen**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 13 September 1995 sal die volgende eiendomme van die Verweerder per publieke veiling vir kontant op Vrydag, 1 Desember 1995 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 2659, geleë in die stad en distrik Bloemfontein, groot 1 031 vierkante meter, gehou kragtens Transportakte T1549/95.

Die eiendom bestaan onder andere uit die volgende:

Sitkamer/eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, stort, studeerkamer, TV-kamer, drie afdakke, bediendekamer en toilet en swembad.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisiskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se Prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 30ste dag van Oktober 1995.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **W. J. Mostert**, T2522/95, sal ons die bates verkoop te die plaas Mahemsvlakte, Delareyville, op 24 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.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **B. G. C. Lodewyckx**, T2265/95, sal ons die bates verkoop te plaas Doornhoek, op 17 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 die insolvente boedel **J. G. en B. C. Botha**, T2883/95, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 13 November om 11:00, te Elizestraat 10, Birchleigh-Noord, Kempton Park.

Beskrywing: Erf 767, Birchleigh-Noord.

Groot: 992 m² onderskeidelik.

Verbeterings: Drieslaapkamerwoning.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers (012) 335-2974.

UBIQUE AFSLAERS

In opdrag van die Beredderaar aangestel in terme van die Wet op Landboukrediet in die aangeleentheid van **W. J. Fouche**, T3103/95, sal ons die bates verkoop te Brandhoek, Bothaville-distrik, op 15 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.

ERPO AFSLAERS BK**INSOLVENTE BOEDELVEILING**

Namens die Kurator in die insolvente boedel **A. S. Waller**, T2369/95, verkoop ons die onderstaande vaste eiendom per openbare veiling te Krugerstraat 215A, Rustenburg, Woensdag, 15 November 1995 om 11:00.

Beskrywing: Erf 1435, bekend as Krugerstraat 215A, Rustenburg.

Groot: 944 vierkante meter.

Verbeterings: Drieslaapkamerwoonhuis.

Terme: 10% (tien persent) deposito by toeslaan van bod. Bankwaarborg binne 30 dae na bekragtiging.

Bekragtiging: Binne sewe dae.

Navrae: Erpo Afslaers BK, Rustenburg. Tel. (0142) 97-2532/3.

PARK VILLAGE AUCTIONS**PUBLIC AUCTION**

Duly instructed by a leading financial institution, we will offer by way of public auction, on site at 248 Risi Avenue, Linmeyer Extension 1, Johannesburg District, Gauteng, on Monday, 13 November 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**JOINT INSOLVENT ESTATE: B. P. AND A. CLARK****MASTER'S REFERENCE No. T2433/95**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 5 Duluca Road, Norkem Park Extension 3, Kempton Park District, Gauteng, on Monday, 13 November 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**FOUNDATION DEVELOPMENT CC (IN LIQUIDATION)****MASTER'S REFERENCE No. T2917/95**

Duly instructed by this Estate's Liquidator, we will sell by public auction, on site at Palm Grove, Albert Street, Weltevredenpark Extension 80, Roodepoort District, Gauteng, on Thursday, 16 November 1995, commencing at 10:30, four vacant stands.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

INTERNATIONAL AUCTIONEERS**INSOLVENT ESTATE NICOLAS VARVARIGOS****MASTER'S REFERENCE No. T287/92**

±800 m² vacant residential stand. Erf 1289, Dalpark Extension 11, Brakpan, situated at 60 Lawrence Road, to be sold on Friday, 17 November 1995 at 10:00, subject to confirmation.

View: Anytime.

For further details phone International Auctioneers at (011) 618-3460/1/2/3 or Fax (011) 618-2810.

VAN'S AFSLAERS
OPENBARE VEILING

In opdrag van die Kurators van die insolvente boedels **P. J. Landman**, T4728/94, en **S. E. Landman**, T1450/95, **G. D. Mouton**, T1175/95, **F. M. Claassen**, T74/95, **A. Alberts**, T3227/94, **C. E. M. van Zyl**, T2430/95, en **Veriko Plastics & Irrigation BK**, in likwidasie, verkoop Van's Afslalers ondervermelde boedelbates sonder reserwe, per openbare veiling op 16 November 1995, 10:00, te Van's Afslalers, Booysenstraat 521, Gezina, Pretoria.

Beskrywing: Vuurwapens, motor, besproeiingstoerusting, kantoor- en huishoudelike toerusting.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslalers (012) 335-2974.

PETER WILLIAMS PROPERTY AUCTIONS

(Reg. No. 8/3833)

URGENT INSOLVENT ESTATE SALE OF NEAT AND TIDY ROOIHUISKRAAL HOME

Duly instructed thereto by the Trustee in the insolvent estate of **P. A. Hatton**, Master's Reference No. T3305/95, we will sell, subject to confirmation, on Tuesday, 14 November 1995 at 10:00, on the spot, i.e. 12 Sterretjies Avenue, Rooihuiskraal Extension 10, the undermentioned property:

Erf 2270, Rooihuiskraal Extension 10, measuring 1 050 square metres, being 12 Sterretjies Avenue.

Improvements consist of a neat and tidy brick under tile home consisting of two bedrooms with built-in cupboards, bathroom with shower, separate toilet, lounge, well-fitted kitchen with breakfast bar and four-plate stove.

All living-rooms with wall-to-wall carpeting.

Outbuildings of double garage, servant's room with toilet and handbasin.

The property is enclosed with brick and cement walls.

Auctioneer's note: The sale of this property affords the first-time home buyer the ideal opportunity of acquiring a comfortable home in a neat and tidy condition.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

Viewing: By appointment.

Directions: Travel in a westerly direction on Panorama Road, cross Rooihuiskraal Road, turn right into Strandloper Street, and left into Sterretjies Avenue.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 335-2931/2.

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES

(Reg. No. 8/3833)

DECEASED AND INSOLVENT ESTATES SALE OF 1995 MAZDA ASTINA 1.8 IN EXCELLENT CONDITION, QUALITY HOUSEHOLD FURNITURE, MUSIC INSTRUMENTS, JEWELLERS' DISPLAY CASES, ETC. ETC.

Duly instructed thereto as set out hereunder, we will sell, entirely without reserve, at our Auction Rooms, 181 Louis Trichardt Street, Mayville, Pretoria, on Wednesday, 15 November 1995 at 10:00, the undermentioned:

1. Estate late M. S. and J. C. van der Merwe:

Subject to confirmation: 1995 Mazda Astina 1.8 in excellent condition (3 600 km).

A large selection of quality household furniture, including leather lounge suite, dining-room suite, wall units, cane table and two chairs, single and double beds with mattresses, headboards, chest of drawers, garden set, washing machines, dishwasher, freezer, fridge, microwave, computer, TV-set, video, hi-fi set, lawn mower, ornaments, two sewing machines, overlocker, stone-ware crockery, glassware, etc. etc. All the above are in excellent condition.

2. Estates late S. A. De Villiers, A. C. Deysel, C. W. Mostert and others:

Mountain bike, hi-fi set, cellular phone, lounge suites, dressing table, chests of drawers, typewriter, radios, vacuum cleaner, beds, wardrobe, kitchen dresser, tea trolley, paintings, prints, 3-piece lounge suite, dining-room suite, single divan and mattress, four chests of drawers, fridge, radiogram, etc.

3. Parthena's Music Corner CC, in liquidation, T1721/95, insolvent estate H. M. Sheehan, T166/95, and others.

A selection of musical instruments, including Academy bass guitar, pan flute, drums, flutes, reeds, etc. Metronome, micro amplifier, microphones, strings, drumsticks, tuning forks, etc. Desk, chairs, beds, coffee tables, garden set, typists chair, washing machine, mirror, paintings, glassware, jewellers' showcases, vacuum cleaner, executive chair, bed and mattress, dressing table, cabinets, etc.

Terms: Strictly bank-guaranteed cheques or cash. *NB:* Vat is payable on the musical instruments and accessories.

Viewing: Two days prior to the sale.

For further details: Contact the auctioneer, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 335-2931/2.

PHIL MINNAAR BK

(CK93/29245/23)

LIKWIDASIEVEILING VAN WATERRYKE BESPROEINGSPLASE EN SES SPILPUNTE (ONDER 50 TORING) SOWEL AS TREKKERS EN IMPLEMENTE TE BEESTEKRAAL – DISTRIK BRITS

In opdrag van die Likwidadeur in Tweerivier Boerdery BK, in likwidasie, Meestersverwysing T2417/95, in samewerking met Boland Bank, verkoop ons die ondergenoemde eiendomme per openbare veiling op Donderdag, 23 November 1995 om 11:00.

Plek van veiling: Die plaas Tweerivier. (Sien ligging).

Ligging: Vanaf Brits op Thabazimbipad ry vir 45 km, verby Beestekraalstasie, plaas op linkerhand (sien rigtingwysers).

Beskrywing van eiendom:

1. Gedeelte 31 van die plaas Tweerivier, groot 85,6532 ha.
2. Gedeelte 25 van die plaas Tweerivier, groot 172,1354 ha.
3. Resterende gedeelte van Gedeelte 13 van die plaas Tweerivier, groot 85,7962 ha.
4. Gedeelte 29 van die plaas Tweerivier, groot 47,1093 ha.
5. Resterende gedeelte van Gedeelte 12 van die plaas Tweerivier, groot 138,5270 ha.
6. Gedeelte 30 van die plaas Tweerivier, groot 85,6532 ha, distrik Brits, Registrasieafdeling JQ, Transvaal, gesamentlike grootte 614,8743 ha.

Verbeterings: Twee moderne woonhuise met alle geriewe.

Buitegeboue: Bestaan uit groot stoor en werkswinkelgeriewe met groot onderdakarea (oop en toegebou).

Plaas verbeterings: Bestaan uit vier groot grond opvang- en opgaardamme en sementdam, plaas grens aan Krokodilrivier vir $\pm$ 3 km.

Watertoekenning: Totale inlysting onder Staatswaterskema uit Roodekopjesdam – Krokodilrivier beloop 272 ha vir die ses plase waarvan die opvangdamme voldoende water verskaf vir die restante oppervlakte (158 ha).

Besproeiingsgrond: Grond tipe: Ideaal vir verbouing van groente en graangewasse.

Spilpunte: T.L 9 Toring, 75 ha; T.L. 8 Toring, 50 ha; T.L 7 Toring, 42 ha; T.L 6 Toring, 32 ha; T.L 6 Toring, 32 ha – Hidrolies en Valley 14 Toring, 120 ha – Elektries $\pm$ 100 ha word bedien deur sprinkelbesproeiings.

Let wel: Die spilpunte en besproeiingspype gaan gesamentlik en afsonderlik opgeveil word.

Losbates: Twee JHD Tabak massa droeërs met stoker; Vyftand skaarploeg, JD 1 $\times$ 4 skaarploeg; 600 Lt trekker gifspuit; '84 BMW 535i – Skroot; '72 Ford 4000 Trekker; Aartappeluithaler; MF eenrigting dis; JD 1 $\times$ 3 skaarploeg; JD 1 $\times$ 5 skaarploeg; '82 Isuzu 2.2 Diesel Bakkie – Skroot; '82 Ford Trekker 56/10 en 1 $\times$ 5 Ry groenteplanter.

Afslaersnota: Besproeiing geskied soos volg: Rivier (vyf pompe) en opgaardamme (vier pompe) – Elektriese KSB pompe.

Terme: 10% (tien persent) deposito en balans binne 14 dae na opvraging. Koper sal verantwoordelik wees vir die betaal van die afslaerskommissie plus BTW daarop.

Besigtiging: Daaglik.

Navrae: Skakel Dirkie Pienaar (012) 322-8330/1.

Reg word voorbehou om goedere by te voeg of weg te laat.

CAPE . KAAP

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Queenstown op 30 November 1995 om 10:00 voor die Landdroskantoor te Queenstown die ondergemelde eiendom by publieke veiling verkoop: –

Gedeelte 2 (RIVERSIDE) van die plaas WELCOME VALLEY nr. 310 in die Afdeling Queenstown, Oos-Kaap Provinsie.

GROOT: 363,1696 hektaar

Blykens Akte van Transport T140/1953

in die naam van JOHN SYMINGTON CADLE

Ligging van hierdie eiendom: –

24 km suid van Queenstown

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is: –

Pomphuis. Veekerend omhein en verdeel in kampe. 2 Boorgate, 3 sement reservoirs en 5 suipkrippe. Keirivier vorm grens. Die eiendom ressorteer onder die Klipplaatrivier Staatswaterskema en 36,4 hektaar is daaronder ingelys. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom.

Dit word beweer dat waterbelasting ten bedrae van R2 305,80 plus rente ten opsigte van die eiendom verskuldig is.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAU 02115 03G 04G/05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 31 Oktober 1995.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, KENHARDT op 1 Desember 1995 om 10:00 voor die Landdroskantoor te KENHARDT die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 1 (School Site) van die plaas BLOK ZYNKOLK WEST NR 335

Afdeling Kenhardt in die Noord-Kaapprovinsie

GROOT 8565 vierkante meter

(2) Restant van die plaas BLOK ZYNKOLK WEST Nr 335 Afdeling Kenhardt in die Noord-Kaapprovinsie

GROOT 3859,4076 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T13420/1977

(3) Die plaas BASTIAANS KOLK NR 331 Afdeling Kenhardt in die Noord-Kaapprovinsie

GROOT 10016,4065 hektaar

Eiendom (3) blykens Aktes van Transport T37470/1980 en T37472/1980

(4) RESTANT van die plaas Struis Kolk Nr 2 Afdeling Fraserburg in die Noord-Kaapprovinsie

GROOT 4127,1752 hektaar

(5) Die RESTANT van Gedeelte 1 (Smuts Valley) van die plaas STRUIS KOLK Nr 2 Afdeling Fraserburg in die Noord-Kaapprovinsie

GROOT 2060,4583 hektaar

Eiendomme (4) en (5) blykens Akte van Transport T76996/1990

in die naam van HENDRIK JOHANNES BARNARD

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:

45 km noord van Brandvlei

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3)

Woonhuis, 4 store, 2 arbeidershuise, melkstal/afdak, enjinkamer.

Eiendomme (4) en (5)

Woonhuis, stoor, 2 arbeidershuise.

Omheining en watervooraad ten opsigte van eiendomme (1) tot (5)

Veekerend en Jakkalsproef omhein en verdeel in kampe. 13 Boorgate, 2 putte, 25 reservoars, suipkrippe, 7 gatdamme en keerwalle in Sakrivier.

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, kooporeenkomste 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.

L W Ongeveer 29,9015 hektaar van eiendom (2) is onteien deur die Provinsiale Administrasie van die Kaap.

VERWYSINGSNOMMER: DFAB 02303 01G 03G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 2 November 1995.

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

TRANSVAAL

Case 21229/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lubbe: Eksteen**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 1 December 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 251, Helderkruin Township, Registration Division IQ, Transvaal, situation, 18 Transo Avenue, Helderkruin, area, 1 760 (one thousand seven hundred and sixty) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, five other rooms, six carports and a swimming-pool.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5116E/mgh/tf.)

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