

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 365

PRETORIA, 24 NOVEMBER 1995

No. 16832

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

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

LIST OF FIXED TARIFF RATES **AND** **CONDITIONS**

FOR PUBLICATION OF LEGAL NOTICES IN THE **GOVERNMENT GAZETTE**

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

*Rate per
insertion*

Standardised notices

R

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

Non-standardised notices

COMPANY NOTICES:

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

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES 49,40

LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

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

ORDERS OF THE COURT:

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

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

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

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

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

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

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

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

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES
GOVERNMENT NOTICES **1995**

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

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

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

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

BELANGRIKE AANKONDIGING

*Sluitingstye **VOOR VAKANSIEDAE** vir*

WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS **1995**

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

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

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

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

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

TRANSVAAL

Case 31580/94
PH 158

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

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

In execution of a judgment granted by the above Honourable Court on 17 May 1994, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Pretoria South, on Wednesday, 13 December 1995 at 10:00 at 142 Struben Street, Pretoria, of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Remaining Extent of Erf 332, Irene Township, Registration Division JR, the Province of Pretoria-Witwatersrand-Vereeniging, measuring 2 716 (two thousand seven hundred and sixteen) square metres, held under Deed of Transfer T12690/1978, improved property situated at 35 Alexandra Road, Irene.

Dwelling with playroom, lounge, dining-room, kitchen, four bedrooms, two bathrooms, separate w.c., study, laundry, double garage, servant's room and toilet.

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

Terms: Ten per centum (10%) of the purchase price and auctioneer's fees which auctioneer's fees shall include V.A.T., in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from the date of sale. The purchaser shall be liable to pay interest at the rate of 18,25% (one eight comma two five per centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely ABSA LIMITED (United Division), in whose favour the bonds are registered over the property (if any).

Signed at Johannesburg on this the 13th day of November 1995.

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

Saak 125793/94

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited**, Eiser, en **M. A. Bateman**, Eerste Verweerder en
G. L. Bateman, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 27 Februarie 1995, sal die volgende eiendom in eksekusie verkoop word te die Balju vir Alberton se kantore, te Johriahof, Du Plessisstraat 4, Florentia, Alberton, op 13 Desember 1995 om 10:00 aan die hoogste bieder, naamlik:

Erf 2782, Brackendowns-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 021 (eenduisend en een-en-twintig) vierkante meter, gehou kragtens Transportakte T25596/1989, ook bekend as Bulshoekstraat 22, Brackendowns.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: *Hoofgebou:* Sitkamer, familiekamer, drie slaapkamers, twee badkamers, twee toilette en kombuis. *Buitegeboue:* Geen.

Titelaktevoorwaarde: Streng vir woning doeleindes alleenlik.

Terme: Tien per sent (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 Alberton, ondersoek word.

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

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 104/94B.)

Saak 15802/95

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited**, Eiser, en **P. G. Wasmuth**, Eerste Verweerder en **L. M. Wasmuth**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 19 April 1995, sal die volgende eiendom in eksekusie verkoop word te die Balju vir Alberton se kantore, te Johriahof, Du Plessisstraat 4, Florentia, Alberton, op 13 Desember 1995 om 10:00 aan die hoogste bieder, naamlik:

Erf 310, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 805 (agthonderd en vyf) vierkante meter, gehou kragtens Transportakte T15225/1992, ook bekend as Antelopestraat 63, Roodekop, Alberton.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: *Hoofgebou*: Sitkamer, familiekamer, studeerkamer, drie slaapkamers, twee badkamers, twee toilette en kombuis. *Buitegeboue*: Twee motorafdakke en bediendekamer.

Titelaktevoorwaarde: Streng vir woning doeleindes alleenlik.

Terme: Tien per sent (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 Alberton, ondersoek word.

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

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 139/94B.)

Saak 56337/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Paul Philippus Vorster**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 12 Desember 1995 om 10:00 van:

'n Eenheid bestaande uit:

Deel 12, soos aangetoon en vollediger beskryf op Deelplan SS106/83 in die skema bekend as Acacia ten opsigte van die grond en gebou of geboue geleë te Erf 424, in die dorpsgebied Arcadia, Plaaslike Owerheid, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens die genoemde deelplan 72 (twee-en-sewentig) 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 Sertifikaat van Geregistreerde Deeltitel ST106/83 (12) (Unit) (beter bekend as Acaciawoonstelle 101, Schoemanstraat 725, Arcadia).

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

Verbeterings: 'n Baksteen woonstel met vloermatte, bestaande uit 'n sitkamer, kombuis, een en 'n halwe slaapkamers en badkamer.

Buitegeboue: Motorafdak.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Case 1673/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **C. J. H. & E. H. Turner**, Defendants

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated 31 March 1994 a sale by public auction without a reserve price will be held on 15 December 1995 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Remaining portion of Portion 1 of Erf 794, Rustenburg, Registration Division JQ, Transvaal, measuring 1 003 square metres, held under Deed of Transfer T70646/90, known as 51 Beneden Street, Rustenburg.

The following particulars are furnished but not guaranteed:

Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, sculery and carport.

Cottage: Lounge, bedroom, bathroom and kitchen.

Floors covered with carpets.

Two servants' rooms with bathroom.

Terms: 10% (ten per cent) of the purchase price and auctioneer's charges plus VAT in cash on the day of the sale and the balance plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within 14 (fourteen) days from date of sale.

Dated at Rustenburg this 7th day of November 1995.

Van Velden-Duffey, Attorney for Plaintiff, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg.
(Ref. Mr Klynsmith/IDP.)

Case 210/92

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

In the matter between **Dorpsraad van Koster**, Plaintiff, and **J. M. C. Swanepoel**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Koster and a writ of execution dated 7 February a sale by public auction without reserve will be held on 8 December 1995 at 10:00, at the Magistrate's Court, Malan Street, Koster, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Court, Koster, the Clerk of the Court, Magistrate's Court, Koster and Kloof Auctioneer's c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden- and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Erf 1:

Erf 326, in extent 2 855 square metres, held under Deed of Transfer T22849/78.

Erf 2:

Erf 353, in extent 1 503 square metres, held under Deed of Transfer T22849/78.

Erf 3:

Erf 493, in extent 1 150 square metres, held under Deed of Transfer T22849/78.

Terms: 10% (ten per cent) of the purchase price and auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within fourteen (14) days from date of sale.

Dated at Rustenburg this 8th day of November 1995.

Van Velden-Duffey, Attorney for Plaintiff, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, 0300; Private Bag 82082, Rustenburg, 0300. (Ref. Mr Claassen/IS/K447.)

Case 351/94

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

In the matter between **Dorpsraad van Koster**, Plaintiff, and **P. van Biljon**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Koster and a writ of execution, dated 7 February, a sale by public auction without reserve will be held on 8 December 1995 at 10:00, at the Magistrate's Court, Malan Street, Koster, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Court, Koster, the Clerk of the Court, Magistrate's Court, Koster & Kloof Auctioneers c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Erf 359, in extent 3 091 square metres, held under Deed of Transfer T10086/1982.

Terms: Ten per cent (10%) of the purchase price and auctioneers charges in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within fourteen (14) days from date of sale.

Dated at Rustenburg this 8th day of November 1995.

Van Velden-Duffey, Attorney for Plaintiff, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, Private Bag 82082, Rustenburg, 0300. (Ref. Mr Claassen/IS/K447.)

Saak 546/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Biltong Boerewors & Braai BK**, Eiser, en **Andrew Zibarras**, Eerste Verweerder, en **Barbara Jacomina Elizabeth Zibarras**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 27 Junie 1995, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar, op 8 Desember 1995 om 10:00, te voor die Landdroskantoor, President Krugerstraat, Middelburg, aan die hoogste bieder geregteelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 344, Middelburg, geleë in die dorp Middelburg, Registrasieafdeling IS, Transvaal.

Adres: Hoopstraat 5, Middelburg.

Beskrywing van eiendom: Groot 2 231 (twee twee drie een) vierkante meters.

Geteken te Secunda op hede hierdie 10de dag van November 1995.

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

Saak 8563/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk** (86/04794/06), Eiser, en **Charlie van Zyl**, Verweerder

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 Balju, Landdroshof, Lochstraat 51, Meyerton, op 14 Desember 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, Meyerton:

Sekere: Resterende Gedeelte van Erf 191, geleë in die dorpsgebied Kliprivier, Registrasieafdeling IR, Transvaal (Bennie Liebenbergstraat 37), groot 1 334 vierkante meter.

Verbeterings: Sitkamer, eetkamer, drie slaapkamers, een en 'n halwe badkamers, kombuis en opwaskamer.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van Artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien persent (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 Afslaerskommissie 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 geinspekteer word.

Gedateer te Vereeniging hierdie 8ste dag van November 1995.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Posbus 415, Vereeniging. (Verw. mnr. Hoffman.)

Saak 5774/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Nedcor Bank Beperk**, Nedbank Vereeniging, Eiser (Eksekusieskuldeiser), en **Hendrikus Maria Albertus Gieling**, Verweerder (Eksekusieskuldenaar)

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Meyerton, te Lochstraat 51, Meyerton, op Donderdag, 14 Desember 1995 om 10:00:

Beskrywing: Sekere verbeterde eiendom naamlik Erf 30, in die dorp Klipwater, Registrasieafdeling IR, provinsie Gauteng, groot 1 071 vierkante meter, gehou kragtens Akte van Transport T115023/1992.

Die eiendom bestaan uit die volgende: Sitkamer, eetkamer, drie slaapkamers, dubbelgeriewe, sinkdak, draadomheining, afdak, enkelmotorhuis, buitekamer en buitetoilet.

Ook bekend as Dovestraat 30, Klipwater.

Terme: Een tiende ($\frac{1}{10}$), van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Meyerton, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Meyerton.

Geteken te Vereeniging op hierdie 6de dag van November 1995.

S. J. Venter, vir Boyens & Venter, Senator Markslaan 42A, Posbus 2186, Vereeniging. (Tel. 21-1625/6.) (Verw. mev. C. Venter/N1310.)

Saak 1298/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **A. C. Wolhuter**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton en lasbrief vir eksekusie gedateer 7 April 1995, sal die ondervermelde eiendom op 14 Desember 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 Restant van Erf 178, Meyerton Farms, Seymourstraat, Registrasieafdeling IR, provinsie Gauteng, groot 1 145 (een een vier vyf) 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 Landdroshof en die titelaktes.

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

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

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

Aldus gedoen en geteken te Meyerton op hede die 16de dag van Oktober 1995.

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

Saak 3075/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede** (handelende as Hoëveldrif Plaaslike Oorgangsraad), Eiser, en **Sidney Venter**, Eerste Verweerder, en **Angela May Venter**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 24 Oktober 1995, sal die eiendom hieronder genoem verkoop word in eksekusie op 13 Desember 1995 om 10:00, by die Poskantoor, Charl Cilliers, distrik Standerton, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Onverbeterde eiendom.

Eiendom: Erf 64, Charl Cilliers-dorpsgebied, Registrasieafdeling IS, Mpumalanga-provinsie, groot 2 726 (tweeënduisend sewehonderd ses-en-twintig) vierkante meter, gehou kragtens Akte van Transport T18044/90.

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

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op 6 November 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/S.2147.)

Saak 2557/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede** (handelende as Hoëveldrif Plaaslike Oorgangsraad), Eiser, en **Andries Johannes Daniel Alberts**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 27 September 1995, sal die eiendom hieronder genoem verkoop word in eksekusie op 13 Desember 1995 om 10:00, by die Poskantoor, Charl Cilliers-dorpsgebied, distrik Standerton, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Onverbeterde eiendom.

Eiendom:

1. Erf 120, Charl Cilliers-dorpsgebied, Registrasieafdeling IS, Mpumalanga-provinsie, groot 2 726 (tweeënduisend sewehonderd ses-en-twintig) vierkante meter;

2. Erf 171, Charl Cilliers-dorpsgebied, Registrasieafdeling IS, Mpumalanga-provinsie, groot 2 726 (tweeënduisend sewehonderd ses-en-twintig) vierkante meter.

Beide eiendomme gehou kragtens Akte van Transport T76409/1989, geleë te hoek van Smuts- en Cilliersstraat, Charl Cilliers, en hoek van Smuts- en Shortstraat, Charl Cilliers, onderskeidelik.

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

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op 6 November 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/S.2147.)

Case 26702/94

PH561

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Kahn, Mr Michael Alfred**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price, the price subject to the Plaintiff's approval, will be held at the Salesrooms of the Sheriff of the Supreme Court, Vereeniging, at De Klerk, Vermaak and Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 14 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, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff.

Certain: Erf 1053, Henly on Klip Township, Registration Division IR, Province of Gauteng, measuring 1 727 (one thousand seven hundred and twenty-seven) square metres, held under Deed of Transfer T71676/1992, also known as 1053 Nuneham Road, Henley on Klip; and

consisting of the following: Vacant stand.

Certain: Erf 1052, Henly on Klip Township, Registration Division IR, Province of Gauteng, measuring 1 880 (one thousand eight hundred and eighty) square metres, held under Deed of Transfer T71676/1992, also known as 1052 Cleeve Road, Henly on Klip; and

consisting of the following: A vacant stand.

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

Auctioneer's charges, payable on the day of 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) on the balance up to a maximum fee of R6 000 (six thousand rand). Minimum charge R200 (two hundred rand).

Dated at Johannesburg on this 8th day of November 1995.

Tarica, Bowes & Turner, Plaintiff's Attorneys, Third Floor, Kelhof Building, 112 Pritchard Street, P.O. Box 10914, Johannesburg. (Tel. 336-7061.) (Ref. BD EF50.)

Saak 4054/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Ian Lawrence Steyn**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 13 Desember 1995 om 10:00, van:

Erf 2773, in die dorp Wierdapark-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T79087/88, beter bekend as Senekalstraat 54, Wierdapark-uitbreiding 2.

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

Verbeterings: 'n Baksteenwoonhuis met teëldak en teëlvloere, bestaande uit sitkamer, gesinskamer, kombuis, drie slaapkamers en badkamer. *Buitegeboue:* Enkelmotorhuis.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

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

Case 214/95

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

In the matter between **Standard Bank of S.A. Ltd**, Plaintiff, and **Erf 2447/9 Rustenburg CC**, First Defendant, and **E. I. Suliman**, Second Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated on 30 May 1995 a sale by public auction without a reserve price will be held on 15 December 1995 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following properties owned by the Defendants:

Portion 24 of Erf 1888, Rustenburg, Registration Division JQ, Transvaal, measuring 703 square metres, held under Deed of Transfer T17131/85, known as 2 Gousblom Avenue, Zinniaville, Rustenburg; and

Portion 5 of Erf 2409, Rustenburg, Registration Division JQ, Transvaal, measuring 854 square metres, held under Deed of Transfer T54216/85, known as 130 Sackville Avenue, Zinniaville, Rustenburg.

The following particulars are furnished but not guaranteed:

Portion 24 of Erf 1888: Shop (measuring 340 square metres), with outbuildings which consists of servant's rooms and toilet.

Portion 5 of Erf 2409: Erf surrounded with concrete walls.

Terms: 10% (ten per cent) of the purchase price and auctioneer's charges plus Value-Added Tax in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within fourteen days from date of sale.

Dated at Rustenburg this 31st day of October 1995.

Van Velden-Duffey, Attorney for Plaintiff, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg.
(Ref. Mr Klynsmith/IDP.)

Case 15553/95

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Gilda Christina Esterhuizen**, 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 office of the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 8 December 1995 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

(a) Section 18 as shown and more fully described on Sectional Plan SS168/1981 in the scheme known as Jaka, in respect of the land and building or buildings situated at Erf 1174, Pretoria North Township (also known as Flat 304, Jaka, Emily Hobhouse Street, Pretoria North), Local Authority of Pretoria, of which the floor area according to the said sectional plan, is 69 (sixty-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST84247/92.

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

Flat consisting of living-room, dining-room, kitchen, two bedrooms, bathroom and w.c.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer's charges on the first R20 000 and 3% (three per cent) thereafter in cash, plus Value-Added Tax, 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 on this 8th day of November 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S948/95.)

Case 10917/95
PH 396

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **Arendse, Jerome Alexander**, First Execution Debtor, and **Arendse, Virginia Avril**, Second Execution Debtor

Be pleased to take notice that on Thursday, 14 December 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain Erf 26, Eastcliff Township, Registration Division IR, Province of Gauteng, measuring 1013 square metres and held by Deed of Transfer T7333/1993, situated at 11 Olifants Road, Eastcliff.

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

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

2. The purchaser shall pay 10% of the price plus 4% 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 9th day of November 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/Z21615.)

Saak 10917/95
PH 396IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Arendse, Jerome Alexander**, Eerste Eksekusieskuldenaar, en **Arendse, Virginia Avril**, Tweede Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word by die kantore van die Balju, te Marshallstraat 131, Johannesburg, op Donderdag, 14 Desember 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Erf 26, Eastcliff Township, Registrasieafdeling IR, Gauteng Provinsie, grootte 1 013 vierkante meter en gehou deur Akte van Transport T7333/1993, synde Olifantsweg 11, Eastcliff.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit geboue en verbeterings. 'n Huis met ingangsportaal, sitkamer, eetkamer, studiekamer, drie slaapkamers, twee badkamers, stort met toilet en kombuis. *Buitegeboue*: Dubbelmotorhuis.

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

Gedateer te Johannesburg hierdie 9de dag van November 1995.

J. Meiring, vir Van de Venter, Meiring Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z21615.)

Case 19015/95
PH 396IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **Raffie, Abdulla**, Execution Debtor

Be pleased to take notice that on Thursday, 14 December 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain Erf 576, La Rochelle Township, Registration Division IR, The Province of Gauteng, measuring 495 (four hundred and ninety-five) square metres and held by Deed of Transfer No. 29485/1992, situated at 72 10th Street, La Rochelle.

Description: A dwelling consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom, toilet, shower and kitchen.

Outbuildings: Laundry, carports, toilet and store-rooms.

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

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

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

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

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

Dated at Johannesburg on this the 3rd day of November 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/Z22779.)

Saak 19015/95
PH 396IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Raffie, Abdulla**, Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word by die kantore van die Balju te Marshallstraat 131, Johannesburg, op Donderdag, 14 Desember 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggereghof, Marshallstraat 131, Johannesburg, voor die verkoping:

Erf 576, La Rochelle-dorpsgebied, Registrasieafdeling IR, die Gauteng provinsie, grootte 495 vierkante meter en gehou deur Akte van Transport T29485/1992, synde 10de Straat 72, La Rochelle.

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

Geboue en verbeterings: 'n Huis met ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer, toilet en stort en kombuis.

Buitegeboue: Waskamer, motorafdakke, stoorkamers en toilet.

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

Gedateer te Johannesburg hierdie 3de dag van November 1995.

J. Meiring, vir Van de Venter, Meiring Inc., Eksekusieskuleiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z22779.)

Case 22215/95
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Naidoo, Swaninathan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria, on Friday, 15 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 Erf 1773, Lenasia South Township, Registration Division IQ, Province of Gauteng, area 600 (six hundred) square metres, situation 1773 Swallow Street, Lenasia South.

Improvements (not guaranteed): A house under tiled roof consisting of two bedrooms, bathroom, kitchen, lounge with walls around property.

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

Dated at Johannesburg on the 8th day of November 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ772.)

Case 23455/95
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Valli-Fuaad**, First Defendant, and **Valli, Firhana**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria, on Friday, 15 December 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 1279, Lenasia South Extension 1 Township, Registration Division IQ, the Province of Gauteng, area 425 (four hundred and twenty-five) square metres, situated at 1279 Richmond Street, Lenasia South Extension 1.

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

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

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

Dated at Johannesburg on the 8th day of November 1995.

F. R. J. Jansen, for Jansen & Potter, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ796.)

Case 301/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Matlaba Solomon Rakgole**, First Defendant and **Annie Tobile Rakgole**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 9 February 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 December 1995 at 11:00 in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 4603, Etwatwa Extension 1 Township, situated at 4603 Etwatwa Extension 1, Daveyton, Benoni, measuring 400 (four hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, residence comprising lounge, kitchen, two bedrooms, 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 Court, Benoni.

Dated at Benoni on this the 9th day of November 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg, c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. N20088/Mrs Kok.)

Saak 1173/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **First National Bank of S.A. Ltd**, Eiser, en **Johannes Hendrik Britz**, Eerste Verweerder en **Elizabeth Britz**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Nigel, gehou te Nigel in bogemelde saak, sal 'n verkoping deur die Geregsbode van Nigel, gehou word by die hoofingang van die Landdroshof, Kerkstraat, Nigel, op Vrydag, 8 Desember 1995 om 09:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die vendusieafslaaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Geregsbode, Kerkstraat 69, Nigel, voor die verkoping ter insae sal lê:

Sekere: Plot 18, geleë te Spaarwater, Nigel, Registrasieafdeling IR, Transvaal, groot 1,1153 hektaar, besit onder Akte van Transport T55995/87.

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

Steengebou met sinkdak bestaande uit: Kombuis, eetkamer, drie slaapkamers, badkamer met toilet, draad, konkreet omheining, motorafdek, drie buitekamers, ingeboude kaste en volvloer mat.

Terme: Tien persent (10%) 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 bank- of bougenootskap- of ander aanneembare waarborg binne veertien (14) dae na datum van verkoping aan die Geregsbode verskaf word.

Geteken te Nigel op hierdie 2de dag van November 1995.

L. Etsebeth, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Plesamgebou, Eerste Verdieping, Nigel, 1490. (Verw. mev. Swanepoel/Z2414.)

Saak 14593/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Ntsoko, Felele Peter**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik om 13 September 1995, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Johannesburg-Suid te Marshallstraat 131, Johannesburg, op 14 Desember 1995 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Sheffieldstraat 100, Turffontein, voor die verkoping ter insae sal lê.

Sekere: Eenheid 3 in die skema bekend as Vesta Gardens ten opsigte van die gebou of geboue geleë te Comptonville-dorpsgebied, plaaslike afdeling Stadsraad Johannesburg, groot 53 vierkante meter, gehou kragtens Akte van Transport ST47738/1994.

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

Beskrywing: 'n Wooneenheid geleë te Vesta Gardens 3, Vestastraat, Comptonville, bestaande uit: Ingang, sitkamer, twee slaapkamers, badkamer en kombuis.

Terme: Tien persent (10%) van die koopprys en afslaaersgelde [5% (vyf persent) op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 en 'n minimum van R200 plus BTW] in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne dertig (30) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg op hierdie 6de dag van November 1995.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, North Sate-gebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CU0075.)

Saak 17975/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Bydlinski, Andrew Jerzy**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 14 September 1995, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Johannesburg-Oos te Marshallstraat 131, Johannesburg, op 14 Desember 1995 om 10:00 van die ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Marshallstraat 131, Johannesburg, voor die verkoping ter insae sal lê:

Die volgende inligting aangaande die eiendom word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie.

Sekere Gedeelte 1 van Erf 1535, Bezuidenhout Vallei-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 496 vierkante meter, gehou kragtens Akte van Transport T27070/1993.

Beskrywing: 'n Woonhuis geleë te Tweede Laan 107, Bezuidenhout Vallei, Johannesburg, en bestaande uit ingang, sitkamer, drie slaapkamers, badkamer, toilet, stort en kombuis. Bediendekamer met toilet en stort, stoorkamer en enkel motorhuis.

Terme: 10% (tien persent) van die koopprys en afslaaersgelde 5% (vyf persent) op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 en 'n minimum van R200 plus BTW in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 6de dag van November 1995.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, North State-gebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CT1240.)

Case 9616/94
PH 232

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

In the matter between **The Southern Life Association Limited**, Plaintiff/Execution Creditor, and **Kwetepe, Mohale Sam**, First Defendant/First Execution Debtor, and **Kwetepe, Thokozile**, Second Defendant/Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit a sale without reserve will be held at the offices of the Sheriff of Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 14 December 1995 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read by the auctioneer at the time of the sale which conditions will lie for inspection prior to the sale at the offices of the Sheriff of Johannesburg.

The property is described as follows:

Lot 122, Protea Glen Township, Registration Division IQ, the Province of Gauteng, measuring in extent 362 square metres, held under Deed of Transfer TL28516/1991 (dwelling being a brick under tiled house consisting of three bedrooms, lounge, kitchen, bathroom and toilet).

1. The terms are 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.

2. Auctioneer's charges payable to the Sheriff on the day of the sale to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charge R200 (two hundred rand). Plus VAT at the rate of 14% (fourteen per cent) thereon.

Dated at Johannesburg this 6th day of November 1995.

Edward Nathan & Friedland Inc., Plaintiff's Attorneys, 23rd Floor, Sanlamsentrum, 206/214 Jeppe Street, P.O. Box 3370, Johannesburg, 2000. [Tel. (011) 337-2100.] (Ref. L. G. Mazwai.)

Case 6575/92

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

In the matter between **Fidelity Bank Ltd**, Plaintiff, and **Grobler-Steyn Property Holdings (Pty) Ltd**, First Defendant, and **Johan Grobler**, Second Defendant, **Gerald Steward Steyn**, Third Defendant, and **Grobler-Steyn Planateurs Ingelyf**, Fourth 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 Pretoria North East, at the Salerooms of the Sheriff Pretoria North East, 234 Visagie Street, Pretoria, on Tuesday, 12 December 1995 at 10:00, 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:

Erf 1385, Silverton Extension 1, Registration Division JR, Transvaal, measuring 6,4834 hectares, held by Deed of Transfer T78076/1991.

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

Business premises consisting of numerous offices.

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, Pretoria North East within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 1210 Pretorius Street, Hatfield, Pretoria.

Dated at Pretoria this 31st day of October 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria.
(Ref. Mrs Kartoudes/JM/60783.)

Case 33284/94
PH 396 Docex 13

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

In the matter between **O'Brien, G. N. O.**, Execution Creditor, and **Dippenaar, A.**, Execution Debtor

On Thursday, 14 December 1995 at 10:00, a public auction sale will be held at 131 Marshall Street, Johannesburg, at which the Sheriff of the Supreme Court will, pursuant to the judgment of the Court in this auction, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 971, South Hills Extension 1 Township, Registration Division IR, Transvaal, measuring 496 (four hundred ninety-six) square metres, held by Deed of Transfer T15480/1990, also known as 28 Nephin Road, South Hills, Johannesburg (hereinafter referred to as the property).

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

Dwelling-house with outbuildings.

The property will be sold subject to any existing tenancy and subject to payment by the purchaser to the Local Authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per centum) of the purchase price shall be paid on the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 100 Sheffield Street, Turffontein, Johannesburg.

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

B. S. Friedman, c/o Michael Gaganakis, Execution Creditor's Attorney, 15th Floor, Schreiner Chambers, Pritchard Street, Johannesburg, P.O. Box 432, Germiston, 1401. (Tel. 825-3480.) (Ref. Friedman/am/F161/FC/14.)

Case 23187/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Thobela, Matsakane Nichodimus**, First Defendant, and **Thobela, Thokozile Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 12 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain Erf 442, Roodekop Township, Registration Division IR, in the Province of Gauteng, situated at 160 Hartbeest Avenue, Leondale, Germiston, measuring 805 (eight hundred and five) square metres.

Property zoned Residential.

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

Building built of brick and plaster, tiled roof, comprising of a lounge, dining-room, breakfast room, kitchen, scullery, three bedrooms, two bathroom with two w.c.'s and garage.

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

Dated at Johannesburg on this 31st day of October 1995.

Hammond Pole & Dixon Inc., c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00208/Mrs Kok.)

Case 4690/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **De Sousa, Manuel Lopes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Springs at 56 12th Street, Springs, on 8 December 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Springs, prior to the sale:

Certain Erf 1149, Selcourt Township, Registration Division IR, Transvaal, situated at 56 Ramona Road, Selcourt, Springs, measuring 1 337 (one thousand three hundred and thirty-seven) square metres:

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

Building built of brick and plaster, tiled roof, comprising of an entrance hall, lounge, lounge, dining-room, family room, three bedrooms, two bathrooms, w.c., kitchen, garage, carport and w.c.

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

Dated at Johannesburg on this 31st day of October 1995.

Hammond Pole & Dixon Inc., c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00096/Mrs Kok.)

Case 21331/95
PH 36 DX 2

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Execution Creditor, and **Nordean Pearce**, Execution Debtor

Be pleased to take notice that on Thursday, 7 December 1995 at 10:00, the undermentioned property will be sold in execution in front of the Magistrate's Court in Randburg, corner of Jan Smuts and Selkirk Avenues, Randburg:

Certain Erf 870, Fourways Extension 10 Township, Registration Division JR, Gauteng Province, measuring 1 200 (one thousand two hundred) square metres, held by Deed of Transfer T50642/1989, situated at 25 Wild Pear Crescent, Fourways Gardens, Sandton-Midrand.

Description: A dwelling under tile roof property having brick walling, established garden, consisting of lounge, two bedrooms, two bathrooms, passage and kitchen.

Outbuildings consist of double garage.

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

2. The purchaser shall pay 10% (ten per 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 Randburg on this the 9th day of November 1995.

W. B. J. Zwiegers, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, First Floor, 355 Kent Avenue, Randburg. Docex 2, Randburg. [Tel. (011) 886-0500.] (Ref. W. Zwiegers/Z14402.)

Saak 21331/95
PH 36 DX2

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **ABSA Bank Bepers**, handeldrywend as Allied Bank, Eksekusieskuldeiser, en **Nordean Pearce**, Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word voor die Landdroshof van Randburg te hoek van Jan Smuts en Selkirk Lane, Randburg, op Donderdag, 7 Desember 1995 om 10:00:

Sekere Erf 870, Fourways Extension 10 Township, Registrasieafdeling JR, Gauteng Provinsie, gehou deur Akte van Transport T50642/1989, grootte 1 200 (eenduisend tweehonderd) vierkante meters, geleë te 25 Wild Pear Crescent, Fourway Gardens, Sandton-Midrand.

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

Geboue en verbeterings: 'n Omheinde teëldak woonhuis met gevestigde tuin bestaande uit 'n sitkamer, twee badkamers, twee slaapkamers, gang en kombuis. Buitegeboue bestaande uit dubbelmotorhuis.

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 Randburg hierdie 9de dag van November 1995.

W. B. J. Zwiegers, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Eerste Verdieping, Kentlaan 355, Randburg. [Tel. (011) 886-0500.] (Verw. W. Zwiegers/Z14402.)

Case 21488/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ncedo Maria Ntuli**, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 15 December 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Middelburg, 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: All right, title and interest to the leasehold in respect of Erf 3177, Township of Mhluzi Extension 1, Registration Division JS, Transvaal.

Improvements: Single-storey, two bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2001.)

Saak 59787/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Healing, Etienne**, Identiteitsnommer 6809035035086, Eerste Verweerder, en **Healing, Anthea**, Identiteitsnommer 7001230055080, Tweede Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju-Suid, te Strubenstraat 142, Pretoria, op 13 Desember 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju-Suid, te Edenpark, Hoewe 83, hoek van Gerhardtstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Deel 6, soos getoon en volledig beskryf op Deelplan SS174/89 in die skema bekend as Reestland, ten opsigte van die grond en gebou of geboue geleë te Lyttelton Manor-uitbreiding 1-dorpsgebied, Plaaslike Owerheid, Stadsraad Verwoerdburg, van welke deel die vloeroppervlakte volgens voormelde deelplan 90 (negentig) vierkante meter groot is, en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST59817/1991.

Hierdie eiendom is geleë te Woonstel 6, Reestland, Van Riebeecklaan, Lyttelton Manor, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet. Vloer (matte), mure (baksteen), plafon (pleister), dak (plat konkryt).

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 9de dag van November 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2190.)

Case 25143/92
PH 342

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

In the matter between **Eskom**, Plaintiff, and **Letsie, Matjanki Elizabeth**, Defendant

The undermentioned property will be sold on 15 December 1995 at 11:15 at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, in execution of a judgment obtained in the above matter on 27 October 1992:

The Defendant's right, title and interest in and to the leasehold of Erf 431, Vosloorus Extension 3 Township, Registration Division IR, Transvaal, measuring 288 (two hundred and eighty-eight) square metres, held by Certificate of Registered Grant of Leasehold TL32706/1988 and situated at 431 Vosloorus Extension 3, Boksburg, Transvaal, the property.

The improvements to the property consist of the following although nothing is guaranteed: Passage, lounge, dining-room, 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 guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) up to a maximum charge of R6 000 with a minimum charge of R100.

The conditions of sale may be inspected at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, during normal office hours.

Dated at Johannesburg on this 9th day of November 1995.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. Dennett/Mr N. Alp 301/E46/94-M11825.)

Saak 10760/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Pretorium Trust**, Eiser, en **R. Raubenheimer**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 3 Mei 1995, sal hierdie ondervermelde eiendom geregtelik verkoop word op 12 Desember 1995 om 10:00, te N G Sinodalesentrum, Visagiestraat 234, Petoria, aan die persoon wie die hoogste bod maak:

(A) Deel 33, soos aangetoon en volledig beskryf op Deelplan SS176/81 in die skema bekend as Paarl ten opsigte van die grond en gebou of geboue geleë te Arcadia-dorpsgebied, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens voormelde Deelplan 83 (drie-en-tagtig) vierkante meter groot is; en

(B) 'n Onverdeelde aandeel van die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde Deelplan aangeteken, gehou kragtens Akte van Transport ST54566/1995, geleë te Paarlwoonstelle 501, Schoemanstraat 726, Arcadia.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie: Woonstel bestaan uit twee slaapkamers, badkamer, aparte toilet, sit- en eetkamer met kombuis.

Die eiendom word met 'n reserwé prys aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent) word vereis en die balans by wyse van 'n bank- of bouverenigingswaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju, Pretoria-Sentraal se kantore.

Geteken te Pretoria op hede die 10de dag van November 1995.

Van Zyl Le Roux & Hurter Ing., Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. mnr. J. A. van Zyl/HKNOX.)

**Case 11163/95
PH 388**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Somaroo, Prakashwathie Jennifer Ramudith**, First Defendant, and **Naidoo, Ashmee**, Second Defendant, and **Naidoo, Nerisha**, Third 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, 14 December 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 629, Turffontein Township, Registration Division IR, The Province of Pretoria-Witwatersrand-Vereeniging, area 495 (four hundred and ninety-five) square metres, situated at 33 Biccard Street, Turffontein.

Improvements (not guaranteed): A house consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, servants' quarters, double carport with swimming-pool.

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

Dated at Johannesburg on this 31st 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. ForeclosuresZ542.)

Saak 16777/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk** (Volkskas Bank), Eiser, en **Johannes Bernardus le Roux**, Verweerder

'n Verkoop in eksekusie word gehou te Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 13 Desember 1995 om 10:00, van die volgende vaste eiendom:

Erf 923, geleë in die dorpsgebied Doringkloof, Registrasieafdeling JR, Gauteng, groot 1 190 vierkante meter, gehou kragtens Akte van Transport T99208/1993 (beter bekend as Korannastraat 114, Doringkloof).

Verbeteringe: Woonhuis van siersteen met staanteëldak bestaande uit drie slaapkamers, een 'n half badkamers, sitkamer, eetkamer, opwaskamer en kombuis. Vloerbedekking: Leiklip in sit- en eetkamer, teëls in kombuis en opwaskamer, novilon in badkamers en volvloermatte in die slaapkamers. Buitegeboue: Enkelmotorhuis, bediendekamer met toilet. Eiendom is gedeeltelik omhein met betonmuur.

Besonderhede word nie gewaarborg nie.

Besigtig verkoopvoorwaardes by Balju, Edenpark, Hoewe 83, hoek van Gerhardtstraat en Weslaan, Lytteltonlandbouhoewes.

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

Saak 18251/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Radebe, Solomon Mphikeleli**, 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 14 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 die Balju voor die verkoping ter inae sal lê:

Sekere: Erf 45, Naturena-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Flora Place No. 1, Naturena, Johannesburg, grootte 811 m² (agt een een) vierkante meter.

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

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

Buitegeboue: Motorafdak, toilet.

Konstruktuer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 21ste dag van Oktober 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8406E.)

Saak 11796/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Christos Katsapas**, Verweerder

'n Verkoop in eksekusie word gehou deur die Balju, Pretoria-Suid te Strubenstraat 142, Pretoria, op 13 Desember 1995 om 10:00, van die volgende vaste eiendom:

Een halwe onverdeelde aandeel in Gedeelte 315, van die plaas Randjesfontein 405, Registrasieafdeling JR, Noordelike Provinsie, groot 2,1115 hektaar, gehou kragtens Akte van Transport T52530/1984.

Die eiendom is gesoneer vir landboudoeleindes en het geen verbeteringe daarop nie.

Spesiale voorwaarde van verkoping: Die eiendom word verkoop onderhewig aan 'n reserweprys van R85 644,10 plus rente daarop teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar gereken vanaf 1 Julie 1995, tot datum van betaling.

Besonderhede hierbo word nie gewaarborg nie.

Besigtig verkoopvoorwaardes by Balju, Pretoria-Suid, te Edenpark, Hoewe 83, hoek van Gerhardtstraat en Weslaan, Lytteltonlandbouhoewes, Centurion.

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

Saak 1084/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Trust Bank), Eiser, en **Willem Badenhorst Jooste**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros Kimberley, op 21 Julie 1995, en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Woensdag, 13 Desember 1995 om 10:00, te Strubenstraat 142, Pretoria, deur die Balju, Pretoria-Suid, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 109, Kloofzicht-dorpsgebied, Registrasieafdeling JR, Transvaal, beter bekend as Dorrisstraat 379, Kloofsig, Verwoerdpark, groot 743 vierkante meter.

Bestaande uit: Drie slaapkamers, badkamer, aparte toilet, sitkamer, eetkamer en kombuis. Vloerplaat in slaapkamers, sitkamer en eetkamer. Teëls in kombuis en badkamer. Buitegeboue bestaan uit enkelmotorhuis en bedienekamer met buitetoilet. Erf is omhein met betonmure en daar is 'n swembad.

Gehou kragtens Transportakte T9840/1992.

Onderworpe aan Verbandakte B12231, ten gunste van Transnet Beperk.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Pretoria-Suid, Tel. (012) 663-4762.

Geteken te Kimberley op hierdie 15de dag van November 1995.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Saak 2393/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

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

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 13 Julie 1995, sal die ondervermelde eiendom op 14 Desember 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 Erf 60**, Ophir, Ohlweg 41, Registrasieafdeling IR, provinsie Gauteng, groot 2,0236 (twee komma nul twee drie ses) hektaar.

Voorwaardes:

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

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

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

Aldus gedoen en geteken te Meyerton op hede die 26ste dag van Oktober 1995.

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

Saak 27027/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Rayton**, Eiser, en boedel wyle **Israel Henry Resnick**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 5 Junie 1995, sal die hierondervermelde eiendom geregtelik verkoop word op 15 Desember 1995 om 11:00, te Landdroskantoor, Skoolpad, Cullinan, aan wie die hoogste aanbod maak:

Erf 89, Rayton, Registrasieafdeling JR, Transvaal, groot 1 115 vierkante meter, gehou kragtens Akte van Transport T12111/1947, ook bekend as Naudestraat 89, Rayton.

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

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju te Madeliefiestraat 11, Riamarpark, Bronkhorstspuit.

Die gesegde verkoopvoorwaardes bevat onder andere die volgende voorwaardes:

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

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

Geteken te Pretoria op hierdie 3de dag van November 1995.

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

Saak 1593/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eksekusieskuldeiser, en **A. J. en C. J. Niemand**, Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 21 Augustus 1995 toegestaan is, op 8 Desember 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word, ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1624, geleë in die dorpsgebied Witbank-uitbreiding 8, Registrasieafdeling JS, Transvaal, groot 991 (nege nege een) vierkante meter, gehou kragtens Akte van Transport T53956/1994.

Straatadres: Graylaan 34, Witbank-uitbreiding 8.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak 5653/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eksekusieskuldeiser, en **T. J. P. Hayward**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 21 Augustus 1995 toegestaan is, op 8 Desember 1995 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop word, sal ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 2875, geleë in die dorpsgebied Witbank-uitbreiding 16, Registrasieafdeling JS, Transvaal, groot 1 239 (een twee drie nege) vierkante meter, gehou kragtens Akte van Transport T52439/1990.

Straatadres: Snymanlaan 10, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank. (Verw. mnr. Heinsen/mej. Paling.)

Saak 5242/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Judith Patience Ndaba**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 9 Oktober 1995, sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 15 Desember 1995 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1641, Lakeside Evaton-dorpsgebied, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 216 (tweehonderd-en-sestien) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Geteken te Vanderbijlpark hierdie 7de dag van November 1995.

P.a. Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A2938/J. M. Pieterse/mev. Harmse.)

Saak 29237/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bepark**, Eksekusie Eiser, en **A. N. V. Pieterse**, Eksekusie Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Hooggeregshof, Johannesburg-Suid, te 131 Marshallstraat, Johannesburg, op 14 Desember 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Afslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Johannesburg-Suid, Sheffieldstraat 100, voor die verkoping ter insae sal lê:

Sekere Erf 860, Winchester Hills-uitbreiding 3, groot 1 001 vierkante meter, geleë te Koorsboomstraat 11, Winchester Hills, Johannesburg.

Bestaande uit:

Hoofgebou: Entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen and scullery.

Buitegeboue: Maid's room, maid's toilet, two garages and swimming-pool.

Konstruksie: Double storey, facebrick and facebrick fence.

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-, bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

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

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

Kok & Hendrikse, Eiser se Prokureurs, Sesde Verdieping, Nedbank Corner, Jorissenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. mnr. Du Plessis/wb/S1512.)

Case 2967/89

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

In the matter between **Standard Krediet Koöperasie Bepark**, Plaintiff, and **Mr Jan Palmer**, Defendant

In pursuance of a judgment granted on 15 January 1990, in the Sasolburg Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 12 December 1995 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria, to the highest bidder:

Description: R/G of Section 1 of Erf 88, Jan Niemandpark, in extent seven hundred and forty-three (743) square metres.

Postal address: 124 Tortelduif Street, Jan Niemandpark.

Improvements: Held by the Defendant in his number under Deed of Transfer T1074/1994.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, P.O. Box 8894, Pretoria, 0001.

Dated at Sasolburg this 31st day of October 1995.

I. G. J. van Aswegen, for Pienaar & Gresse, Plaintiff's Attorneys, Room 20, First Floor, Allied Centre, P.O. Box 1158, Sasolburg, 9570. [Tel. (016) 76-0957/8.] (Ref. Mr Van Aswegen/MN/G0392.)

Case 22254/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Corry: Vernon Francis**, 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, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 14 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 39, The Hill Township, Registration Division IR, Transvaal, measuring 1 436 (one thousand four hundred and thirty-six) square metres, held under Deed of Transfer T10256/1993, and situated at 2 Benalder Road, The Hill, Johannesburg.

Zoned: Residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and corrugated iron roof, consisting of lounge, family room, dining-room, study, kitchen, pantry, enclosed varandah, four bedrooms, bathroom, shower and two w.c.'s. Outbuildings consist of garage, double carport, two servants' quarters, a store-room and w.c. The boundary has brick walls.

Terms:

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

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 20,25% (twenty comma two five per centum) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 14th day of November 1995.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street; P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N87284.)

Case 12064/95
PH 222

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Dhlamini: Duduzile Gladys**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Offices of the Sheriff of the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 14 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Portion 1 of Erf 724, Elandspark Township, Registration Division IR, Transvaal, measuring 882 (eight hundred and eighty-two) square metres, held under Deed of Transfer T53417/1994, and situated at 224 Pauline Smit Crescent, Elandspark.

Zoned: Residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and tiled roof, consisting of lounge, family room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s. The boundary has concrete walls.

Terms:

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

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

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

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street; P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N86198.)

Case 23602/94
PH 672IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **F & I Motorlease (Pty) Ltd**, Plaintiff, and **De Beer, Dawn**, trading as Excalibur, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on Thursday, 7 December 1995 at 10:00, at the office of the Deputy Sheriff, Fourth Floor, Standard Towers, President Street, Germiston, to the highest bidder:

Erf 359, Marlands Extension 4, Registration Division IR, Transvaal, in extent 1 047 square metres held under Deed of Transfer T21632/1987, situated at 133 Oak Avenue, Marlands, Germiston.

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

Improvements: Residential dwelling and outbuildings.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18,25% (eighteen comma two five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Hugh Raichlin Attorney, 1 The Avenue, corner of Henrietta Road, Orchards, Johannesburg. (Tel. 483-1527.) (Ref. F1056/P. Goldstein/ds.)

Saak 914/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Faizal Dada**, Verweerder

Die Balju van die Landdroshof, Tzaneen, is van voorneme om te verkoop na aanleiding van 'n lasbrief uitgereik in bogemelde Agbare Hof vir die voldoening aan 'n vonnis van die Agbare Hof en sal verkoop by wyse van openbare veiling aan die hoogste bieder vir kontant of bankgewaarborgde tjeks op Vrydag, 15 Desember 1995 om 10:00, voor die Landdroskantoor, Morganstraat, Tzaneen, naamlik:

Erf 2225, geleë in die dorpsgebied Tzaneen-uitbreiding 21, Registrasieafdeling LT, Transvaal, groot 1 625 (eenduisend seshonderd vyf-en-twintig) vierkante meter, gehou kragtens Akte van Transport T44594/94, ook bekend as Cedarstraat 5, Tzaneen.

Kort beskrywing van eiendom: Ingangsportaal, sitkamer, familiekamer, eetkamer, vier slaapkamers, drie badkamers, opwaskamer, studeerkamer en kombuis.

Buitegeboue: Bediendekamer, stoorkamer, waskamer, motorhuis en toilet.

Geen waarborge in die verband word gegee nie.

Terme: 10% (tien persent) van die koopprys is in kontant of per bankgewaarborgde tjek op die dag van die verkoping betaalbaar. Die balans tesame met rente daarop vanaf datum van besitname is betaalbaar op datum van registrasie van transport van die eiendom in die naam van die koper en moet 'n bank- en/of bouvereniging of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van die verkoping verskaf word.

Verkoopskommissie is betaalbaar aan die Balju of die Afslaer deur die koper.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju vir die Landdroshof, Tzaneen, of te die kantore van die Eiser se prokureurs besigtig word.

Gedateer te Tzaneen op hierdie 14de dag van November 1995.

Kriek, Pohl & Van Rensburg, Loca Plana 1, Peacestraat 22, Posbus 720, Tzaneen. [Tel. (0152) 307-4458/9.] (Verw. mej. Seegers.)

Saak 434/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **Stadsraad van Koster**, Eiser, en **A. Botha**, in sy hoedanigheid as eksekuteur in die boedel van wyle M. I. Botha, Verweerder

Die Balju van die Landdroshof, Koster, is van voorneme om te verkoop na aanleiding van 'n lasbrief uitgereik in bogemelde Agbare Hof vir die voldoening aan 'n vonnis van die Agbare Hof en sal verkoop by wyse van openbare veiling aan die hoogste bieder vir kontant of bankgewaarborgde tjeks op Vrydag, 15 Desember 1995 om 10:00, voor die Landdroskantoor, Malanstraat, Koster, naamlik:

Erf 232, geleë in die dorpsgebied Koster, Registrasieafdeling JP, Transvaal, groot 2 855 (tweeënduisend agthonderd vyf-en-vyf-tig) vierkante meter, gehou kragtens Akte van Transport T3001/1965.

Terme: 10% (tien persent) van die koopprys is in kontant of per bankgewaarborgde tjek op die dag van die verkoping betaalbaar. Die balans tesame met rente daarop vanaf datum van besitname is betaalbaar op datum van registrasie van transport van die eiendom in die naam van die koper en moet 'n bank- en/of bouvereniging of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van die verkoping verskaf word.

Verkoopskommisjie is betaalbaar aan die Balju of die Afslaer deur die koper.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju vir die Landdroshof, Koster, of te die kantore van die Eiser se prokureurs besigtig word.

Gedateer te Tzaneen op hierdie 14de dag van November 1995.

Kriek, Pohl & Van Rensburg, Loca Plana 1, Peacestraat 22, Posbus 720, Tzaneen. [Tel. (0152) 307-4458/9.] (Verw. mej. Seegers.)

Case 9387/95
PH 222

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Billings, Peter Abram**, First Defendant, and **Billings, Frances**, Second Defendant

In execution of a judgment in 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, 131 Marshall Street, Johannesburg, on 14 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 3956, Eldorado Park Extension 2 Township, Registration Division IQ, Transvaal, measuring 416 (four hundred and sixteen) square metres, held under Deed of Transfer T15350/1992 and situated at 72 Elandsberg Drive, Eldorado Park Extension 2.

Zoned Residential.

(Hereinafter referred to as "the property").

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

A single storey residential building of brick walls, and tiled roof. Consisting of a lounge, kitchen, two bedrooms, bathroom with w.c. and the boundary is fenced.

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

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof. Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant local government notice.

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

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, 111 Commissioner Street, Johannesburg, P.O. Box 4685. (Tel. 333-6114.) (Ref. Mr Johnson/N85955.)

Case 19454/95
PH 222

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Dauids, Marlon Clayton**, First Defendant, and **Dauids, Josephine**, Second Defendant

In execution of a judgment in 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, 131 Marshall Street, Johannesburg, on Thursday, 14 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 1269, Klipspruit West Extension 2 Township, Registration Division IQ, Transvaal, measuring 603 (six hundred and three) square metres, held under Deed of Transfer T3255/1995 and situated at 89 September Avenue, Klipspruit West Extension 2.

Zoned Residential.

(Hereinafter referred to as "the property").

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

A single storey residential building of brick walls, and tiled roof. Consisting of a lounge, kitchen, three bedrooms, bathroom with w.c. and the boundary has concrete walls.

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

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof. Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant local government notice.

(c) A deposit of 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 20,25% (two nil comma two five per centum) per annum with effect from the date of sale, shall be paid or secured by the bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, 111 Commissioner Street, Johannesburg, P.O. Box 4685. (Tel. 333-6114.) (Ref. Mr Johnson/N86967.)

Case 61527/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ingrid Robbertze**, Defendant

A sale in execution will be held on 13 December 1995 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 2379, situated in the Township of Moreletapark Extension 24, Registration Division JR, Transvaal, measuring 1 193 square metres, held by the Defendant by virtue of Deed of Transfer T76761/94, known as 1191 Lara Street, Moreletapark Extension 24.

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

The conditions of sale may be inspected at the office of the Sheriff, Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.1219.)

Saak 10591/95

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

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **Tilemachos Soupionas**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 4 Julie 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 12 Desember 1995 om 10:00:

Eenheid 1, soos meer volledig beskryf in Deeltitel Plan SS43/77, in die gebou of geboue bekend as Casa Bari, geleë te Erf 707, Gezina, provinsie Gauteng, waarvan die grootte 157 vierkant meter is, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST43/1977 (eenheid 1), die eiendom is ook beter bekend as Casa Bari 1, Jacobsstraat 574, Gezina.

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Dubbelverdiepingwooneenheid onder 'n staanteëldak, bestaande uit klinker- en siersteenmure, gesinskamer, studeerkamer, kombuis, drie slaapkamers, badkamer, toilet en twee motorhuise en omhein.

Sonering: Residensieël.

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

Gedateer te Pretoria op hierdie 14de dag van November 1995.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. F254/B1/V.d. Burg/LVDW.)

**Case 18646/95
PH 222**

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **De Smedt, Patrick Jean Pierre Maurice**, First Defendant, and **De Smedt, Marie Theresa Elisabeth**, Second Defendant

In execution of a judgment in 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, 131 Marshall Street, Johannesburg, on Thursday, 14 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 100, Chrisville Township, Registration Division IR, Transvaal, measuring 802 (eight hundred and two) square metres, held under Deed of Transfer T51176/93 and situated at 4 Norah Street, Rosettenville, zoned Residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls, and tiled roof, consisting of lounge, dining-room, storeroom, sunroom, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s.

Outbuildings consist of two garages, servants' quarter, w.c. and laundry and swimming-pool. The boundary has brick walls.

Terms:

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

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof. Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant local government ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 20,25% (twenty comma two five per cent) per annum with effect from the date of sale, shall be paid or secured by the bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, 111 Commissioner Street, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N86869.)

Case 14120/95
PH 222

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Jacobs, Gavin Charles**, First Defendant, and **Jacobs, Odette Martha**, Second Defendant

In execution of a judgment in 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, 131 Marshall Street, Johannesburg, on Thursday, 14 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 7913, Eldorado Park Extension 9 Township, Registration Division IQ, Transvaal, measuring 300 (three hundred) square metres, held under Deed of Transfer T62180/94 and situated at 30 David Street, Eldorado Park Extension 9, zoned Residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, although in this respect nothing is guaranteed: A single-storey residential building of brick walls and tiled roof, consisting of lounge, kitchen, three bedrooms, bathroom and w.c. The boundary has concrete walls.

Terms:

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

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant local government ordinance.

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

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, 111 Commissioner Street, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N86386.)

Case 12368/94
PH 222SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **De Wet Lemmer, Nicolaas Barend**, 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 12 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 3539, Brackendowns Extension 3 Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, held under Deed of Transfer T41236/1989, and situated at 87 Neville Street, Brackendowns Extension 3, Alberton, zoned Residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single-storey residential building of brick walls and tiled roof, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. Outbuildings consist of garage and w.c. The boundary has concrete walls.

Terms:

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

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant local government ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 20,25% (twenty comma two five per cent) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N82717.)

Case 19725/95
PH 222IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Haverly, Kevin John**, First Defendant, and **Haverly, Charlene Ann**, Second Defendant

In execution of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 14 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Portion 15 (a portion of Portion 12) of Erf 221, Rosettenville Township, Registration Division IR, Transvaal, measuring 299 (two hundred and ninety-nine) square metres, held under Deed of Transfer T40028/1994 and situated at 47 Daisy Street, Rosettenville, Johannesburg, zoned Residential (hereinafter referred to as the property).

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

A single-storey residential building of brick walls and corrugated iron roof. Consisting of a lounge, kitchen, two bedrooms, bathroom and w.c. Outbuildings consist of a garage and w.c. The boundary has brick and concrete walls.

Terms:

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

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof. Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 20,25% (twenty comma two five per centum) per annum with effect from the date of sale, shall be paid or secured by the bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, 111 Commissioner Street, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N86996.)

Case 10287/92

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

In the matter between **Saambou Bank Beperk**, Plaintiff, and **Miss Makwena Betty Kgare**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 February 1993, and subsequent warrant of execution the following property will be sold in execution on 20 December 1995 at 14:00, at the offices of the Magistrate, Seshego, namely:

Unit 1156, Zone H, Seshego, District of Seshego, measuring 450 square metres, held under Deed of Grant 245/90 also known as Unit 1156, Zone H, Seshego.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 68A Paul Kruger Street, Pietersburg, and contains *inter alia* the following provisions:

1. Ten per centum (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.

Dated at Pietersburg on this 9th day of November 1995.

J. A. J. van den Heever, for Henstock, Green & Grobler, Saambou Bank, First Floor, 23 Jorissen Street, P.O. Box 65, Pietersburg. [Tel. (0152) 295-9110.] (Ref. AVDM/IS0194.)

Saak 2352/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk** (86/04794/06) (Allied Bank Divisie), Eiser, en **B. M. Webbstock**, Verweerder

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 Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 10 Januarie 1996 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: Gedeelte 32, van Erf 323, The De Deur Estates Limited-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 8 818 vierkante meter.

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

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalinge van Artikel 66 van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien persent (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 Afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voowaardes:

- (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 10de dag van November 1995.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Posbus 415, Vereeniging. (Verw. mnr. Hoffman.)

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

All the sales in execution are to be held at the offices of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 13 December 1995 at 10:00.

Nedcor Bank Limited is the Execution Creditor. The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold 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 Number: 8935/93: Judgment Debtor/s: Victor Mngadi, and Sindisiwe Priscilla Mngadi.

Property: Right of Leasehold over Erf 11057 (formerly 386), Tokoza Extension 2 Township, Registration Division IR, the Province of Gauteng, situated at Erf 11057 (formerly 386), Tokoza Extension 2, Alberton.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and two bathrooms.

Reference: MM0458.

Case Number: 7153/95: Judgment Debtor/s: Kelly Joan Randall.

Property: Erf 2707, Brackendowns Extension 5 Township, Registration Division IR, the Province of Gauteng, situated at 20 Longmere Street, Brackendowns Extension 5, Alberton.

Improvements: Detached single storey brick built residence under tiled roof comprising 5 rooms other than kitchen and 1½ bathrooms with outbuildings comprising garage, toilet and swimming-pool.

Reference: MR0074.

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

**Case 8325/95
PH 196**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Buthlezi, Howard Phungashe**, First Defendant, and **Buthlezi, Brenda**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 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, Johannesburg, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 522, in the Township of Protea Glen, Registration Division IQ, the Province of Gauteng, in extent 217 (two hundred and seventeen) square metres, situated at 522 Protea Glen, Soweto.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6759.)

**Case 15183/94
PH 196**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Zurfa Investments CC** (Reg. No. CK89/23461/23), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 466, in the Township of Observatory Extension, Registration Division IR, the Province of Gauteng, in extent 2 351 (two thousand three hundred and fifty-one) square metres, situated at 90 Frederick Street, Observatory, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached, built of bricks and painted plaster under slate roof. *Floors*: Fitted carpets and tiles, comprising lounge, dining-room, study, entrance hall, second lounge, TV room, billiard table room, playroom, kitchen, five bedrooms, three bathrooms, three showers and five w.c.'s. *Outbuildings*: Double garage, double servants' quarters, storeroom, w.c. with bath, underfloor heating, electrical garage doors, alarm, air condition, jacuzzi, swimming-pool, satellite dish, steam shower, paving and brick boundary walls.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6612.)

Case 20635/94
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Singh: Surendranath**, First Defendant, and
Singh: Usha Rachhodbhai, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

1. Erf 7274, in the Township of Kensington, Registration Division IR, the Province of Gauteng, in extent 495 (four hundred and ninety-five) square metres.

2. Erf 7275, in the Township of Kensington, Registration Division IR, the Province of Gauteng, in extent 495 (four hundred and ninety-five) square metres, situated at 429 Highlands Road, Kensington, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster under corrugated iron roof. *Floors*: Fitted carpets and ceramic tiles, comprising lounge, dining-room, entrance hall, family room, kitchen, three bedrooms, two bathrooms and two w.c.'s. Flatlet consisting of lounge and bathroom.

Outbuildings: Triple garage, servants' quarters, store-room, w.c. with shower, brick boundary walls, awnings, swimming-pool, electronic garage doors, intercom, paving and entertainment area.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6505.)

Case 21870/95
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Haywood: Blanche Venessa**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 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, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 6045, in the Township of Eldorado Park Extension 7, Registration Division IQ, the Province of Gauteng, in extent 602 (six hundred and two) square metres, situated at 40 Michigan Avenue, Eldorado Park Extension 7, Johannesburg.

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

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

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 13th day of November 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6909.)

Case 22835/94
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Moyo: Ntiantla Josiah**, First Defendant, and **Moyo: Eunice Thato**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 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, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 575, in the Township of Naturena, Registration Division IQ, the Province of Gauteng, in extent 828 (eight hundred and twenty-eight) square metres, situated at 19 Helio Street, Naturena, Johannesburg.

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

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

Outbuildings: Two garages, swimming-pool, paving and 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 13th day of November 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)
(Ref. D. McCarthy/J. Soma/MN6660.)

Case 25741/94
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Corry: Vernon Francis**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 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, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 39, in the Township of The Hill, Registration Division IR, the Province of Gauteng, in extent 1 436 (one thousand four hundred and thirty-six) square metres, situated at 2 Benalder Road, The Hill, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster under corrugated iron roof. **Floors:** Fitted carpets and tiles, comprising lounge, dining-room, study, family room, kitchen, four bedrooms, bathroom, shower, two w.c.'s and enclosed verandah.

Outbuildings: Garage, double carport, two servants' quarters, store-room, w.c. with bath, brick and 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 13th day of November 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)
(Ref. D. McCarthy/J. Soma/MN6667.)

Case 13401/95
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Andrews: Dennis Ford**, First Defendant, and **Andrews: Louisa Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 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, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 7769, in the Township of Eldorado Park Extension 9, Registration Division IQ, the Province of Gauteng, in extent 491 (four hundred and ninety-one) square metres, situated at 21 Logan Crescent, Eldorado Park Extension 9, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster under tiled roof. *Floors:* Parquet floors, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

Outbuildings: Brick and 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 13th day of November 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6822.)

Case 3207/95
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mateane: Sello Cecil Gordon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 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, Johannesburg, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 4807, in the Township of Chaiwelo Extension 2, Registration Division IQ, the Province of Gauteng, in extent 264 (two hundred and sixty-four) square metres, situated at 4807 Chiawelo Extension 2, Soweto.

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 26 degree pitched tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c.

Outbuilding: Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6727.)

Case 3148/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **V. Maseko N.O.**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 15 June 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 December 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 8651 (previously known as 349) Daveyton Extension 2 Township, situated at 16349 Kgobo Street, Daveyton Extension 2, measuring 432 (four hundred and thirty-two) square metres.

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

The conditions of sale:

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

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

Dated at Benoni on this the 9th day of November 1995.

Hammond Pole & Dixon, Plaintiff's Attorneys, 10 Bloem Street, Boksburg, c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. N20060/Mrs Kok.)

Saak 1185/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **First National Bank of S.A. Ltd**, trading as Wesbank, Eiser, en **W. M. Lebeloane**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Nigel, gehou te Nigel, in bogemelde saak, sal 'n verkoping deur die Geregsbode, Nigel, gehou word by die hoofingang van die Landdroskantoor, Kerkstraat, Nigel, op Vrydag, 8 Desember 1995 om 09:00, 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 Geregsbode, Kerkstraat 69, Nigel, voor die verkoping terinsae sal lê:

Sekere Erf 8425, Duduza, Nigel, Registrasieafdeling IR, Transvaal, besit onder Akte van Transport TL56995/89.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Steengebou met teëldak, kombuis, eetkamer, sitkamer, badkamer, toilet, twee slaapkamers, draad omheining, garage, ingeboude kaste en volvloermatte.

Terme: Tien persent (10%) van die koopprijs en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne veertien (14) dae na datum van verkoping aan die Geregsbode verskaf word.

Geteken te Nigel op hierdie 6de dag van November 1995.

L. Etsebeth, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Plesamgebou, Eerste Verdieping, Nigel, 1490. (Verw. mev. Swanepoel DJ333.)

Saak 5515/91

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Makedonia Catering Equipment**, Eksekusieskuldeiser, en **Kulie Joseph Sigwane**, Eerste Eksekusieskuldenaar, en **Mokjore Thomas Maila**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en 'n lasbrief vir eksekusie gedateer 4 Mei 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 13 Desember 1995 om 10:00, voor die Landdroskantore, Tauteslaan, Groblersdal:

1. Plot 430, geleë te Dennilton-landbouhoewes, Registrasieafdeling JS, Transvaal, groot 42 827 hektaar, gehou kragtens Akte van Transport T18651/1992.

2. Vergunning tot okkupasie ten opsigte van Tembi Bottle Store, Erf 816, Kikvorschfontein, Dennilton.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju, Groblersdal, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) depositio op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping. Die koper moet ook kommissie asook BTW op kommissie betaal.

Geteken te Middelburg op die 9de dag van November 1995.

M. A. Jacobs, vir Riaan Jacobs Prokureur, Markstraat 34, Middelburg, 1050. (Verw. R623/94 bvv.)

Saak 421/95

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Zonne Quinn Estate Agents BK**, Eiser, en **A. M. J. Delpont**, Verweerder

Eksekusieverkoping gehou te word te die Landdroshof, hoek van Klopper- en Van Stadenstraat, Rustenburg, op 15 Desember 1995 om 11:00, van:

Sekere Restant van Erf 681, Rustenburg, groot 1 003 vierkante meter bekend as Malanstraat 26, Rustenburg.

'n Substansiële bouverenigingverband kan gereël word vir goedgekeurde koper.

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 die datum van die verkoping.

Die verkoopvoorwaardes kan ingesien word by die kantore van die Geregsbode, Rustenburg.

F. J. Swanepoel, vir Weiss Combrink & Vennote, Steenstraat 19, Rustenburg. (Verw. mnr. Swanepoel/AC/ALA078.)

Saak 3843/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Western House BK**, Eiser, en **Ben Koloane**, Roderick Cambellstraat 1, Freemanville, Klerksdorp, Verweerder

Ingevolge 'n vonnis in die Landdroshof van Klerksdorp en 'n lasbrief in eksekusie gedateer 14 Augustus 1995, sal die volgende onroerende eiendom geregtelik verkoop word te Klerksdorp aan die hoogste bieder op Vrydag, 8 Desember 1995 om 10:00, te die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp:

Erf 131, in die dorp Freemanville, Klerksdorp, Registrasieafdeling IP, Klerksdorp, provinsie Noordwes, groot 1 958 (eenduisend negehonderd agt-en-veertig) vierkante meter, gehou kragtens Akte van Transport T95851/1993.

Die volgende inligting word verskaf aangaande die verbeteringe, alhoewel geen waarborg gegee kan word nie:

Die eiendom is verbeter deur woonhuis met buitegeboue.

Vernaamste verkoopvoorwaardes:

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

2. 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 daarop bereken teen die heersende bankrentekoers op huislenings moet verseker word deur 'n bank- of bougenootskapwaarborg, betaalbaar teen oordrag, wat goedgekeur moet word deur die Eksekusieskuldeiser se prokureurs en wat binne 21 (een-en-twintig) dae na die datum van verkoping aan die Balju, Klerksdorp, gelewer moet word.

3. Voorwaardes van verkoping sal gedurende kantoorure by die kantoor van die Balju, Leaskstraat 23, Klerksdorp, ter insae lê.

Geteken te Klerksdorp op hede die 2de dag van November 1995.

P. A. Vorster, vir Van Staden Vorster & Nysschen, West Endgebou 112, Leaskstraat 51, Klerksdorp, 2570.

Case 21460/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Clark, Ivan Burchmore**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

A unit consisting of:

(a) Section 55, as shown and more fully described on Sectional Plan SS111/1994, in the scheme known as Impala, in respect of the land and building or buildings situated at Crown Gardens Township, Local Authority: City Council Johannesburg, of which the floor area, according to the said sectional plan, is 48 (forty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST37745/1994, subject to the pre-emptive right in favour of the National Housing Board situated at 213 Impala Court, Avalon Road, Crown Gardens.

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

Flat consisting of lounge, dining-room, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 9th day of November 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. C60230/AB.)

Case 19925/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Ndlovu Sydney**, First Defendant, and **Ndlovu Louisa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 251, Naturena Township, situated at 45 Marguerite Street, Naturena Township, Registration Division IQ, Transvaal, measuring 1 166 (one thousand one hundred and sixty-six) square metres.

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

Dwelling consisting of lounge, bar, family room, four bedrooms, two bathrooms, two toilets, shower, kitchen and jacuzzi.

Outbuildings: Four carports.

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 2nd day of November 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. N60216/AB.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Marthinus Hermanus Harmse**, Eerste Verweerder, en **Petronella Hendrina Harmse**, Tweede Verweerder.

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 7 Julie 1995 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Wonderboom, op 15 Desember 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Impalawoonstelle 12, Saponariaweg, Dorandia, Pretoria-Noord, en word omskryf as:

Deel 24, soos getoon en vollediger beskryf op Deelplan SS105/82 in die skema bekend as Impala ten opsigte van die grond en gebou of geboue geleë te Erf 1614, Pretoria Plaaslike Owerheid, Stadsraad van Pretoria van welke deel die vloeroppervlakte, volgens genoemde deelplan 78 vierkante meter groot is.

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die grond en of geboue, soos aangetoon en meer volledig beskryf op die genoemde deelplan (die gemeenskaplike eiendom) toegedeel aan die deel verbind in ooreenstemming met die deelnemingskwota van die deel verbind.

Gehou onder Sertifikaat van Geregisteerde Deeltitel ST 108/82 (24) (Unit).

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, toilet, matte en teëlvloere.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju fooie en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrekkend 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, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria hierdie 13de dag van November 1995.

R. F. Kruse, vir Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T2223.)

Case 73445/91

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Starkey 1332 CC**, Defendant

A sale in execution will be held on 12 December 1995 at 10:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria, of: Erf 885, situated in the Township Waverley, Registration Division JR, Transvaal, measuring 2 552 square metres, known as 1332 Starkney Avenue, Waverley, Pretoria.

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

Dwelling single storey, brick walls, corrugated iron and harvey tiled roof, fitted carpets, novilon, lounge, dining-room, study, kitchen, pantry, six bedrooms, shower, two bathrooms, two w.c.'s, TV room and bar, f/stoep, double garages, servant's room, laundry, two bore-holes, concrete walls and gates.

The conditions of sale may be inspected at the office of the Sheriff Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9287.)

Case 62130/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Johannes Bernardus Bruyns**, Defendant

A sale in execution will be held on 12 December 1995 at 10:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria, of:

Section 57 as shown and more fully described on Sectional Plan SS160/86, in the building known as Edenrus, situated at Arcadia of which the floor area according to the said sectional plan is 84 square metres in extent, together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the section in accordance with the participation quota of the said section, held by the Defendant under Title Deed ST38781/94, known as 208 Edenrus, corner of Hamilton and Proes Streets, Arcadia, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Flat: Lounge/dining-room, kitchen, one and a half bedrooms, bathroom, w.c., pool and garden.

The conditions of sale may be inspected at the office of the Sheriff Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1121.)

Saak 19547/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Madela, Mzikayise Hamilton**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 12 Desember 1995 om 10:00, verkoop word deur die Balju te kantore van die Balju, Alberton, Terrace-gebou, Eerste Verdieping, Easton Terrace 1, New Redruth, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1477, Moleleki-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 200 vierkante meter, geleë te Erf 1477, Moleleki.

die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, twee slaapkamers, badkamer en kombuis.

Datum: 13 November 1995.

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

Case 3675/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Willem Adriaan Bruwer**, First Defendant, and **Marian Bridget Bruwer**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 23 August 1995, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 15 December 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 20 of Erf 134, Witfield Township, Registration Division IR, Transvaal, situated on 18 David Street, Witfield, in the Township of Witfield, District of Boksburg, measuring 1 025 (one thousand and twenty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof comprising lounge/dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s and garage for two cars.

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00331/Mrs Kok.)

Saak 1223/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **Devereaux Consolidated Investments CC**, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 17 Junie 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 6 Desember 1995 om 12:00, aan die hoogste bieder, naamlik:

Erf 1465, Evander-uitbreiding 2-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 388 (eenduisend driehonderd agt-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T20072/91, beter bekend as Stanfordweg 73, Evander.

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

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

Geteken te Secunda hierdie 7de dag van November 1995.

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

Case 2571/92

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

In the matter between **Dr. F. Raath**, Plaintiff, and **Frans Jan Moloto**, Defendant

In pursuance of a judgment in the Magistrate's Court of Brits and subsequent warrant of execution against property dated 9 October 1995, the following immovable property will be sold on 15 December 1995 at 09:00, at the Magistrate's Court, Van Velden Street, Brits, namely:

Certain Erf 391, Lethlabile-A, Registration Division JQ, Province of North-West, held by the Defendant by Title Deed T51732/1992, also known as Erf 391, Lethlabile-A, Registration Division JQ, Province of North-West.

Major conditions of sale:

1. The property shall be sold without reserve on a voetstoots basis to the highest bidder and the sale shall be subject to the terms and conditions of section 66 (2) of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the other conditions of sale.

2. The sale will be conducted in rands and no bid of less than R10 will be accepted.

3. The purchase price is payable by way of a 10% (ten per cent) deposit in cash or by bank guaranteed cheque on date of signature of the conditions of sale and the balance against registration of transport and for payment of which balance, and acceptable bank of building society guarantee must be delivered within 30 days from the date of sale.

4. The purchaser will be liable for payment of all fees and disbursements due in respect of the registration of transfer, commissions of the auctioneer and the costs relevant to the drafting of the conditions of sale and the other documents.

5. Transport of the property will be effected by the conveyancer appointed by the Plaintiff.

6. The full and complete conditions of sale will be read at the auction by the Messenger of the Court/auctioneer and is available for inspection at the office of the Messenger of the Court, Theo Building, Murray Avenue, Brits.

Signed at Brits on the 31st day of October 1995.

P. F. Raath, Attorney for Plaintiff, corner of MacLean Street and Koöperasie Avenue, Brits, 0250. [Tel. (01211) 2-0433.] (Ref. Mr P. F. Raath/EP/FM177.)

Saak 2571/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Dr. F. Raath**, Eiser, en **Frans Jan Moloto**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Brits en lasbrief vir eksekusie gedateer 9 Oktober 1995, word die ondervermelde veiling op 15 Desember 1995 om 09:00, te Landdroskantoor, Van Veldenstraat, Brits, geregtelik verkoop, naamlik:

Sekere Erf 391, Lethlabile-A, Registrasieafdeling JQ, provinsie Noordwes, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T51732/1992, ook bekend as Erf 391, Lethlabile-A, Registrasieafdeling JQ, provinsie Noordwes.

Vernaamste verkoopvoorwaardes:

1. Die verkoping geskied voetstoots en onderworpe aan alle voorwaardes en beperkinge sonder voorbehoud by wyse van openbare veiling en die eiendom word, behoudens die bepalinge van artikel 66 (2) van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die ander verkoopvoorwaardes, aan die hoogste bieder verkoop.

2. Die verkoping geskied in rande en geen bod vir minder as R10 sal aanvaar word nie.

3. Die verkoopprijs is betaalbaar by wyse van 'n 10% (tien persent) deposito in kontant of bankgewaarborgde tjek by ondertekening van die verkoopvoorwaardes en die balans koopprijs plus rente teen registrasie van transport en vir betaling waarvan 'n goedgekeurde bank- of bougenootskapwaarborg gelewer moet word binne 30 dae na datum van die verkoping.

4. Die koper is aanspreeklik vir betaling van alle gelde en uitgawes verbonde aan die registrasie van transport van die eiendom, alle belastinge en heffings, afslaerskommissie en koste verbonde aan die opstel van die verkoopvoorwaardes en ander dokumente.

5. Transport van die eiendom sal geskied deur die Eksekusieskuldeiser se prokureurs.

6. Die volledige verkoopvoorwaardes van die verkoping sal deur die Geregsbode/afslaer gelees word ten tye van die verkoping en sal ter insae lê by die kantore van die Geregsbode te Theogebou, Murraylaan, Brits.

Geteken te Brits op die 31ste dag van Oktober 1995.

P. F. Raath, vir Roets, Pretorius & Raath, Prokureurs vir Eiser, hoek van MacLeanstraat en Koöperasielaan, Brits, 0250. [Tel. (01211) 2-0433.] (Verw. mnr. P. F. Raath/EP/FM177.)

Saak 16784/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **Coetzee David Cornelius**, Identiteitsnommer 6410055037084, Verweerder

'n Openbare veiling sonder 'n reserweprijs sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, op 15 Desember 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 914, geleë in die Theresapark-uitbreiding 2-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 922 (negehoender twee-en-twintig) vierkante meter, gehou kragtens Akte van Transport T75507/94.

Hierdie eiendom is geleë te Aardwolfstraat 3, Theresapark-uitbreiding 2, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet en studeerkamer. *Konstruksie:* Mure—baksteen, dak—yster, vloer—matte en novilon en warmwatersisteem. *Buitegeboue:* Afdak.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.
2. 'n Deposito van 10% (tien persent) van die koopprijs is onmiddellik betaalbaar. Vir die restant van die koopprijs moet waarborge gelewer word binne 14 dae aan die Balju.
3. Die koper betaal die Balju se kommissie.
4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 14de 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/A2169.)

Saak 54211/95**IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA**

In die saak tussen **ABSA Bank Bepersk**, handeldrywende as Allied Bank, Eiser, en **Smith, Susanna Wilhelmina**, Identiteitsnommer 3605060039081, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, op 12 Desember 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Sentraal, te Messcorhuis, Margarethastraat 30, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 1 van Erf 1555, geleë in die Villieria-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T72346/1994.

Hierdie eiendom is geleë te 23ste Laan 598, Villieria, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en stoep. *Buitegeboue*: Twee afdakke, bedienekamer en toilet.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.
2. 'n Deposito van 10% (tien persent) van die koopprijs is onmiddellik betaalbaar. Vir die restant van die koopprijs moet waarborge gelewer word binne 14 dae aan die Balju.
3. Die koper betaal die Balju se kommissie.
4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 14de 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/A2137.)

Case 13927/95

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Tsholofelo Solomon Motau**, 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 15 December 1995 at 10:30, in front of the Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg:

Erf 6972, in the Township of Boitekong Extension 3, Registration Division JQ, Transvaal, measuring 260 square metres, held by the Defendant under Deed of Transfer TL37007/94.

The following information is furnished, though in this respect nothing is guaranteed: Single-storey brick dwelling-house under tiles, consisting of lounge, kitchen, two bedrooms and bathroom.

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

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R443715/be.)

Case 3624/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly Allied Building Society Limited, Plaintiff, and **Veni Hitler Mkhabela**, Defendant

In pursuance of a warrant of execution dated 20 March 1995 (re-issued) the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 13 December 1995 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Erf 8874, Daveyton Extension 2 Township, formerly Lot 598, Daveyton Extension 2, Registration Division IR, Transvaal, measuring 277 (two hundred and seventy-seven) square metres, held under Certificate of Registered Grant of Leasehold TL1180/1988, situated at 598 Talane Crescent, Daveyton Extension 2.

Improvements: Kitchen, lounge, dining-room, three bedrooms bathroom/w.c. and fenced.

Terms and conditions:

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

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

Date: 10 November 1995.

M. M. Weiner, First Floor, C. J. S. Centre, 80 Woburn Avenue, P.O. Box 661, Benoni. (Tel. 421-6101/2/3.)

Case 22440/95
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Da Costa, Jose Manuel Leite**, First Defendant, **Da Costa, Ana Christina Ribeiro**, Second Defendant, **Da Silva, Carlos Alexandre**, Third Defendant, and **Da Silva, Mara Paula Leite**, Fourth 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, 14 December 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 162, Regents Park Estate Township, Registration Division IR, the Province of Gauteng, area 495 (four hundred and ninety-five) square metres, situation 33 South Road, Regents Park Estate.

Improvements (not guaranteed): A house under iron roof consisting of five bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, servants quarters with walls around property.

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

Dated at Johannesburg on the 15th day of November 1995.

F. R. J. Jansen, for Janse & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ775.)

Saak 4164/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **George Frederik Wessels N.O.**, Eiser, en **Leslie Teixeira**, Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros van Vanderbijlpark, toegestaan op 16 Oktober 1995, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan sal die reg, titel en belang in die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 15 Desember 1995 om 10:00, te die Landdroskantoor, hoek van F. W. Beyers- en Generaal Hertzogstraat, Vanderbijlpark, aan die hoogste bieder naamlik:

Hoewe 145, Nanescol-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,1414 (twee komma een vier een vier) hektaar, gehou kragtens Akte van Transport T8518/90.

Die eiendom kan omskryf word as volg: Woonhuis met buitegeboue en staan ook bekend as Hoewe 145, Nanescol-landbouhoewes.

Terme: 10% (ten persent) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank of bouvereniging waarborg binne 14 (veertien) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoop gelees word, is ter insae by die kantore van die Balju, Kamer 102, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark.

Geteken te Vanderbijlpark hierdie 16de dag van November 1995.

C. Kirsten, vir Gys Louw & Vennote, Commercial Uniegebou, Hertz Boulevard 22, Vanderbijlpark. (Verw. CK/MB/Z00153.)

Saak 10948/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Christiaan Alexander Schumyn**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Brits, by die kantoor van die Balju te Theogebou, Murraylaan 42, Brits, op 15 Desember 1995 om 08:30, van:

'n Eenheid bestaande uit Deel 6, soos getoon en meer volledig beskryf op Deelplan SS212/85 in die skema bekend as Klaradyn, ten opsigte van die grond en gebou of geboue geleë te Erf 1259, Brits, Plaaslike Owerheid: Stadsraad van Brits, van welke deel die vloeroppervlakte volgens genoemde deelplan 95 (vyf-en-negentig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST20441/94, beter bekend as Klaradynwoonstelle 6, Schuttelstraat 10, Brits.

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

Verbeterings: 'n Baksteenwoonstel met teëldak, volvloermatte en keramiekteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Buitegeboue: 'n Motorafdak.

Besigtig voorwaardes by Balju, Brits, te Theogebou, Murraylaan 42, Brits.

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

Saak 59251/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Cornelius Barnard**, Eerste Verweerder, en **Suna-Marie Barnard**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 13 Desember 1995 om 10:00, van:

Erf 1864, Wierdapark-uitbreiding 6-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T8671/79, beter bekend as Jayweg 221, Wierdapark-uitbreiding 6.

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, volvloermatte en keramiekteëlvloere, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, drie slaapkamers en badkamer met bad en stort.

Buitegeboue: Personeelkamers en dubbelmotorhuis.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

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

Saak 14592/87

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Volkas Beperk**, Eiser, en **Matthys Johannes Nicolaas van der Merwe**, Eerste Verweerder, en **Anna Moller Nel**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Brits, by die kantoor van die Balju te Theogebou, Murraylaan, Brits, op 15 Desember 1995 om 08:30, van resterende gedeelte van Gedeelte 107 ('n gedeelte van Gedeelte 13) van die plaas Zilkaatsnek 439, Registrasieafdeling JQ, Transvaal, groot 20,5045 hektaar, gehou kragtens Akte van Transport T44293/1989, beter bekend as plaas Zilkaatsnek 439, distrik Brits.

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

Verbeterings: 'n Baksteenwoonhuis bestaande uit vier slaapkamers, kombuis, spens, sitkamer, badkamer, groot stoep en ander onvoltooide vertrekke.

Ander: Die eiendom is toegerus met 'n boorgat.

Die eiendom is gesoneer vir landboudoeleindes.

Besigtig voorwaardes by die Balju, Brits, Theogebou, Murraylaan, Brits.

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

Case 23278/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Khoja Elias Chuene**, First Defendant, and **Sepukwana Maria Chuene**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road), Bon Accord, on 8 December 1995 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Certain Erf 1484, situated in the Residential Area of Mamelodi Extension 2, Registration Division JR, Transvaal, situated at Site 1484, Mamelodi Extension 2, measuring 375 (three hundred and seventy-five) square metres.

Improvements (not guaranteed): A lounge, kitchen, three bedrooms and two bathrooms.

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 the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

The auctioneer's charges are payable on the day of the sale and will be 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 of R6 000, and a minimum of R100.

Dated at Pretoria on this the 17th day of November 1995.

Matlala Inc., Eighth Floor, Standard General Building, 215 Proes Street, P.O. Box 3217, Pretoria, 0002. Docex 70. [Tel. (012) 326-8923/4/5.] [Fax. (012) 323-7431.] (Ref. GGM/jm/G6795.)

Saak 3055/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Richard Garrett Batley**, Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 14 Desember 1995 om 10:00, te Wintershoekstraat 8, Secunda, die ondervermelde perseel deur Vos Viljoen & Becker Afslaers BK, aan die hoogste bieder geregteelik verkoop word, naamlik:

Sekere Erf 4840, Uitbreiding 12, Secunda, Registrasieafdeling IS, provinsie Mpumalanga, groot 853 (agt vyf drie) vierkante meter, bekend as Winterhoekstraat 8, Secunda.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys plus 5% (vyf persent) op die eerste R20 000 plus 3% (drie persent) op die balans van die koopprys, met 'n maksimum van R6 000 van die eiendom, afslaerskoste in kontant of by wyse van 'n bankgewaarborgde tjek, by die toestaan van die bod en die balans koopprys binne 30 (dertig) dae na datum van verkoping. 14% Belasting op Toegevoegde Waarde is betaalbaar op afslaerskommissie.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Kombuis, sitkamer, eetkamer, motorhuis, teëldak, twee badkamers, drie slaapkamers, twee toilette, steengebou en twee kante betonomheining.

Alle verkoopvoorwaardes wat deur Vos Viljoen & Becker Afslaers BK, net voor die verkoping uitgelees word, is in hul kantoor te S.A. Permgebou, Eerste Verdieping, Secunda, asook die Baljukantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 15de dag van November 1995.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Posbus 1750, Secunda. [Tel. (0136) 31-2550.]

Saak 3102/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Mongameli Raphael Botha**, Eerste Verweerder, en **Notice Jennifer Botha**, Tweede Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 15 Desember 1995 om 11:00, te Baljukantoor, Cornellstraat 21, Evander, die ondervermelde perseel deur Vos Viljoen & Becker Afslaers BK, aan die hoogste bieder geregteelik verkoop word, naamlik:

Sekere Erf 4246, Uitbreiding 5, Embalenhle, Registrasieafdeling IS, provinsie Mpumalanga, Transvaal, groot 299 (twee nege nege) vierkante meter.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys plus 5% (vyf persent) op die eerste R20 000 plus 3% (drie persent) op die balans van die koopprys, met 'n maksimum van R6 000 van die eiendom, afslaerskoste in kontant of by wyse van 'n bankgewaarborgde tjek, by die toestaan van die bod en die balans koopprys binne 30 (dertig) dae na datum van verkoping. 14% Belasting op Toegevoegde Waarde is betaalbaar op afslaerskommissie.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Kombuis, sitkamer, eetkamer, motorhuis, teëldak, badkamer, drie slaapkamers, toilet, steengebou en omheining.

Alle verkoopvoorwaardes wat deur Vos Viljoen & Becker Afslaers BK, net voor die verkoping uitgelees word, is in hul kantoor te S.A. Permgebou, Eerste Verdieping, Secunda, asook die Baljukantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 14de dag van November 1995.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Posbus 1750, Secunda. [Tel. (0136) 31-2550.]

Saak 17840/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **David Erasmus Wahlstrand**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 20 Oktober 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal, op 12 Desember 1995 om 10:00, te Verkoopslokaal, Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere: Deel 58, soos getoon en volledig beskryf op Deelplan SS172/86, in die skema bekend as Lenora, beter bekend as Lenorawoonstelle 608, Adcockstraat 589, Gezina, groot 58 (agt-en-vyftig) vierkante meter.

Sonering: Woontel.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit 'n sit/eetkamer, kombuis, badkamer/w.k. en slaapkamer.

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 Messcorhuis, Margarethastraat 30, Riverdale.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0596).]

Saak 12677/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Anthony George Vercellotti**, Eerste Verweerder, en **Winifred Kathryn Vercellotti**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 20 Oktober 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Alberton, op 12 Desember 1995 om 10:00, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, verkoop:

Sekere: Erf 1823, Mayberry Park-dorpsgebied, Registrasieafdeling IR, Gauteng, beter bekend as Poplarstraat 20, Mayberry Park, groot 943 (negehonderd drie-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit drie slaapkamers, twee badkamers, eetkamer, sitkamer, kombuis, TV-kamer, dubbelmotorhuis en 'n swembad.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelasting betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrekk 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 Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0565).]

Case 22943/95
PH388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maselwa, Baba Lorna**, 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, 14 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: Erf 517, Meredale Extension 4 Township, Registration Division IQ, the Province of Gauteng, area 1 008 (one thousand and eight) square metres.

Situation: 89 Joan Street, Meredale Extension 4.

Improvements (not guaranteed): A house under tiled roof, consisting of two bedrooms, bathroom, kitchen, lounge, dining-room, family room with walls around property.

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

Dated at Johannesburg on 15 November 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z789.)

Case 23048/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pais, Jose Manuel Simoes**, First Defendant, and **Pais, Maricel Leocadio**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 14 December 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 120, Regents Park Estate Township, Registration Division IR, the Province of Gauteng, area 495 (four hundred and ninety-five) square metres, situation 43 Eleazar Street, Regents Park Estate.

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

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

Dated at Johannesburg on the 15th day of November 1995.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorney, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z144.)

Saak 58329/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Afrimosa Body Corporate**, Eiser, en **mev. V. Potgieter**, Verweerder

Ingevolge 'n vonnis en eksekusie lasbrief wat by bogemelde Agbare Hof verkry is en gedateer 27 Oktober 1994, sal die hiernagenoemde eiendom op 12 Desember 1995 om 10:00, te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, per publieke veiling aan die hoogste bieder verkoop word:

Eenheid 7 en parkeer area P42, SS Afrimosa 8/1981, 'n deeltitel skema geleë te Erf 1217, Sunnyside, Pretoria, bekend as Afrimosa 107, Vosstraat 66, Sunnyside, Pretoria, groot 59 (nege-en-vyftig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport ST23921/1994.

Verbeteringe: Die volgende besonderhede word verstrek maar word nie gewaarborg nie: 'n Deeltitel eenheid wat bestaan uit een en 'n halwe slaapkamers, gekombineerde sit/eetkamer, kombuis en badkamer.

Die verkoopvoorwaardes is ter insae by Messcorhuis, Margarethastraat 30, Pretoria Sentraal.

Gedateer te Pretoria hierdie 13de dag van November 1995.

R. E. Megaw, Prokureur vir Eiser, Savelkoulsgedebou 417, Paul Krugerstraat 256, Pretoria. [Tel. (012) 323-1753/4.] (Verw. Megaw/ds/448/94.)

Case 9092/94

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

In the matter between **Mercantile Bank Limited**, Plaintiff, and **Joseph Themba Xinwa**, Defendant

Be pleased to take notice that a sale in execution in the above matter will take place on 13 December 1995 at 10:00, at the offices of the Sheriff of the Court, Alberton, of the following:

Certain Stand 714, Katlehong, measuring 240 (two hundred and forty) square metres, also known as Stand 714, Mnisi Section, Katlehong, Alberton.

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

Improvements: Dwelling-house.

Zoning: Residential area.

Terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 26% (twenty-six per centum) at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court/or such other person/s as he requires on transfer of the property to the purchaser.

3. 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.

The complete terms and conditions of sale may be inspected at the offices of the Sheriff of the Court, Alberton.

Dated at Alberton on this 16th day of November 1995.

C. Jacobs, for Blakes Alberton Inc., Plaintiff's Attorney, Second Floor, Stats Building, 2 Fore Street, New Redruth, P.O. Box 2236, Alberton. (Tel. 907-1522/3/4.) (Fax. 907-2081.) [Ref. C. Jacobs/MB/BM0107 (B).]

Case 11899/95
PH 411

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Hendrik Jacobus Nicolaas Smit**, Defendant

In execution of a judgment of the above Honourable Court dated 24 August 1995 and writ of execution, the following property will be sold in execution on 14 December 1995 at 10:00, by the Sheriff of Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Section: Section 6 as shown and more fully described on Sectional Plan SS127/1994 in the scheme known as Byron Court in respect of the land and building or buildings situated at Rosettenville Township; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Area: Johannesburg Local Authority.

Measuring: 45 (forty-five) square metres.

Held by Deed of Transfer: ST27125/1994.

Situated at: Flat 6, Byron Court, 47 First Avenue, Rosettenville, Johannesburg.

The reserve price is: Rnil subject to the confirmation in terms of clause 16 of the conditions of sale.

The property consists of: Lounge, bedroom, bathroom, w.c. and kitchen.

Terms and conditions:

Terms: The purchase price shall be 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 10 (ten) days from the date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of Johannesburg South, prior to the sale, may be inspected at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein.

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

A. Bierman, for Smit & Maritz, Attorneys for Plaintiff, First Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/cb/A 271.)

Saak 535/95**IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA**

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Marthinus Petrus Stephanus Nagel**, Eerste Verweerder, en **Anna Margrietha Nagel**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 31 Januarie 1995 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Wes, op 14 Desember 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Charl Celliersstraat 908, Daspoort Estate, Pretoria, en word omskryf as:

Gedeelte 1 van Erf 172, Daspoort Estate, Pretoria, groot 1 077 vierkante meter, gehou kragtens Akte van Transport T52633/86.

Die eiendom bestaan na bewering, maar sonder waarborg uit: Sitkamer, TV-kamer, kombuis, drie slaapkamers, badkamer, stoorkamer, matte, afdak en buite toilet.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Baljufooe en agterstallige belasting betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank- of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 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-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op hierdie 16de dag van November 1995.

R. F. Kruse, vir Couzyn Hertzog & Horak Inc., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T2149.)

Saak 62951/94**IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA**

In die saak tussen **Emil Scheepers Ingelyf**, Eksekusieskuldeiser, en **Bobo John Maseko**, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergenoemde onroerende goed, met inbegrip van die onroerende bate soos beskryf, ter uitvoering van 'n lasbrief vir eksekusie wat in bogemelde Hof uitgereik is op 23 November 1994, en heruitgereik is op 12 April 1995, verkoop sal word op Vrydag, 5 Januarie 1996 om 10:00, reg voor die Landdroskantore, Van Riebeeckstraat, Belfast:

Erf: 735, dorp Siyathuthuka-dorpsgebied, Registrasieafdeling JS, distrik Belfast, grootte 601 vierkante meter.

Met inbegrip van die Eksekusieskuldenaar se reg, titel en belang in en tot 'n voorwaardelike magtiging vir 'n drankwinkellisensie soos uitgereik en verleen ten opsigte van die voormelde eiendom kragtens die bepalings van die Drankwet, 1989 met Drankraadverwysingsnommer 018092, gedateer 3 November 1994.

Die vernaamste verkoopvoorwaardes, wat in detail ter insae lê by die kantoor van die Eksekusieskuldeiser sowel as by die kantoor van die Balju (Landdroshof), Belfast, vanaf 1 Desember 1995, is as volg:

1. Die eiendom met inbegrip van die regte in en tot die voorwaardelike magtiging vir 'n drankwinkellisensie sal deur die Balju (Landdroshof) van Belfast aan die hoogste bieder sonder 'n reserweprys verkoop word.

2. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant op die dag van die verkoping betaal, terwyl die balans betaalbaar sal wees teen die transport van die eiendom in die naam van die koper, wat verseker moet word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eksekusieskuldeiser goedgekeur is en aan die Balju (Landdroshof) Belfast, gelewer moet word binne 30 dae na datum van verkoping.

Aldus gedoen en geteken te Pretoria op hierdie 14de dag van November 1995.

Emil Scheepers, Prokureurs vir Eiser, Van der Waltstraat 600, Berea Park Teatergebou, Pretoria, 0002. [Tel. (012) 322-1240.] (Verw. E. Scheepers/r/DS0037.)

Case 63719/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Sevlie John Maluleke**, First Defendant, and **Dikeledi Jane Maluleke**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 13 December 1995 at 10:00:

Erf 2008, The Reeds Extension 9 Township, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 7 Santie Street, The Reeds Extension 9.

Particulars are not guaranteed.

Dwelling with lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms (bath/toilet) (bath/toilet/shower), toilet/shower, two garages and staff room.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-451257/JAA/J. S. Herbst.)

Case 11933/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Johan Frederick du Toit**, Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 12 December 1995 at 10:00, of:

Remaining extent of Portion 3 of Erf 128, situated in the township East Lynne, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 13 Hans Dons Avenue, East Lynne.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, rear attached TV room and bedroom.

Inspect conditions at Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-429990 (401369)/JAA/J. S. Herbst.]

Case 35898/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Edna Vermaak**, Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 12 December 1995 at 10:00, of:

Portion 12 of Erf 681, Gezina Township, Registration Division JR, Transvaal, measuring 992 square metres, known as 630 Swemmer Street, Gezina, 0084.

Particulars are not guaranteed.

Dwelling with lounge/dining-room, kitchen, laundry, three bedrooms, bathroom, staff room and double garage.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-443605/JAA/J. S. Herbst.)

Case 62966/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Jan Nicolaas Louwrens van Jaarsveld**, First Defendant, and **Rosa van Jaarsveld**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 13 December 1995 at 10:00, of:

Erf 1947, Rooihuiskraal Extension 19 Township, Registration Division JR, Transvaal, measuring 1 210 square metres, known as 185 Bokmakierie Street, Rooihuiskraal Extension 19.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, double garage and toilet.

Inspect conditions at Sheriff Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-451227/JAA/J. S. Herbst.)

Case 14325/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Sophia Elizabeth Holtzhausen**, First Defendant, and **Marla Nortje**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 13 December 1995 at 10:00, of:

Section 94, as shown on Sectional Plan SS138/81 in the building Die Hoewes, situated at Die Hoewes Extension 16 Township, in the Local Authority area of Verwoerdburg Town Council, measuring 150 square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST87381/94.

Known as Flat 94, Die Hoewes, 276 Von Willich Street, Die Hoewes Extension 16.

Particulars are not guaranteed.

Three bedroomed flat with lounge, dining-room, TV room, kitchen, two bathrooms and garage.

Inspect conditions at Sheriff Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-434234/JAA/J. S. Herbst.)

Case 63405/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Marina du Preez**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 13 December 1995 at 10:00, of:

Erf 1622, The Reeds Extension 5 Township, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 4 Strydom Street, The Reeds Extension 5.

Particulars are not guaranteed.

Dwelling with lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, double garage, staff room, toilet and laundry.

Inspect conditions at Sheriff Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-451231/JAA/J. S. Herbst.)

Case 21474/93**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes van Heerden Maritz**, Defendant

A sale will be held on Wednesday, 13 December 1995 at 10:00, by the Sheriff for the Supreme Court, Pretoria South at 142 Struben Street, Pretoria, of:

Erf 605, situated in the Township of Pierre van Ryneveld Extension 1, Registration Division JR, Transvaal, in extent 1 120 square metres, known as 41 Dalgleish Avenue, Pierre van Ryneveld Extension 1.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, family room, study, five bedrooms, laundry, kitchen, two bathrooms, two showers and three toilets. Store-room, toilet, garage for four cars and workroom.

Inspect conditions at Sheriff for the Supreme Court, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N4D/B-388965/JAA/M. Oliphant.)

Case 40773/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited**, Plaintiff, and **Gerhard van Rooyen**, Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 14 December 1995 at 10:00:

Remaining extent of Erf 1577, situated in the township Capital Park, Registration Division JR, Transvaal, measuring 1 320 square metres, known as 227 Malherbe Street, Capital Park.

Particulars are not guaranteed.

Dwelling: Lounge, family room, dining-room, kitchen, five bedrooms, bathroom, toilet and shower. Two staffs rooms, stores, garage, bathroom and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-409881/JAA/M. Oliphant.)

Case 62456/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited**, Plaintiff, and **Nicolaas Kenne Loubser**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 13 December 1995 at 10:00:

Erf 996, in the township Doringkloof, Registration Division JR, Transvaal, measuring 991 square metres, known as 133 Dahlia Street, Doringkloof.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, double garage, carport, staff room and toilet.

Inspect conditions at Sheriff Pretoria South, Holding 83, corner of Gerhardts Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-448574/JAA/M. Oliphant.)

Case 55802/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Michael Olivier**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 12 December 1995 at 10:00:

(a) Unit 11, as shown on Sectional Plan SS 265/85 in the building Newport situate at Erf 786, Pretoria Township, Local Authority, City Council of Pretoria, measuring 71 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST59077/1933 dated 2 August 1993.

Known as Flat 107, 210 Scheiding Street, Pretoria.

Particulars are not guaranteed.

For residential use.

Flat: Lounge, dining-room, kitchen, one and half bedrooms, bathroom and garage.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) [Ref. N1/B-451221 (414189)/JAA/M. Oliphant.]

Case 62455/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Antonie Johannes du Toit Kruger**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 13 December 1995 at 10:00:

(a) Unit 19, as shown on Sectional Plan SS 179/85 in the building Overpark, situated at Erf 174, Weavind Park, Township City Council of Pretoria, measuring 102 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Registered Sectional Title ST 179/85 (19) (Unit) dated 11 June 1985;

Known as Flat 19, Overpark, 151 Pitts Avenue, Weavind Park.

Particulars are not guaranteed.

Duplex flat: Lounge/dining-room, kitchen, three bedrooms, bathroom and separate toilet. Single garage and carport.

Inspect conditions at Sheriff Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-448539/JAA/M. Oliphant.)

Case 59176/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Christiaan de Wet van der Merwe**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 13 December 1995 at 10:00:

(a) Unit 6, as shown on Sectional Plan SS 119/90 in the building Prinsengracht, situated at Erf 171, Eldoraigne, Local Authority, Verwoerdburg, measuring 84 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Deed of Transfer ST 91552/1994 dated 22 Julie 1994;

Known as Duplex 6, Prinsengracht, 19 Cradock Avenue, Eldoraigne.

Particulars are not guaranteed.

Duplex flat: Lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff Pretoria South, Holding 83, corner of Gerhardts Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-448570/JAA/M. Oliphant.)

Case 24596/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Kume Simon Malatjie**, First Defendant, and
Refumane Grace Malatjie, Second Defendant

A sale in execution will held on Wednesday, 13 December 1995 at 10:00, by the Sheriff for the Supreme Court, Pretoria East, at 142 Struben Street, Pretoria, of:

Erf 1408, situated in the township Waterkloof Ridge Extension 2, Registration Division JR, Transvaal, in extent 1 467 (one thousand four hundred and sixty-seven) square metres, known as 445 Kierieklopper Street, Waterkloof Ridge.

Particulars are not guaranteed.

Dwelling: Entrance hall, lounge, family room, dining-room, kitchen, six bedrooms, five bathrooms, study and laundry. Two staff rooms, store, two garages, two carports and toilet.

Inspect conditions at Sheriff for the Supreme Court, Pretoria East, 142 Struben Street, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-424839/JAA/M. Oliphant.)

Case 63204/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Allen Dick Swart**, First Defendant, and **Hester Susanna Swart**, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 12 December 1995 at 10:00:

Erf 668, situated in the Township of Moregloed, Registration Division JR, Transvaal, measuring 1 018 square metres, known as 104 Erfurt Street, Moregloed.

Particulars are not guaranteed:

For residential use: *Dwelling:* Lounge, dining-room, kitchen, four bedrooms and bathroom. Double garage, toilet and a store.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-451246/JAA/M. Oliphant.)

Case 64474/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Margaretha Susanna Le Roux**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 12 December 1995 at 10:00:

(a) Unit 17, as shown on Sectional Plan SS82/79, in the building Stocks City East, situated at Erf 1185, Sunnyside Township.

Local Authority: City Council of Pretoria, measuring 60 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST82/79(17)(Unit), dated 16 September 1991, known as Flat 28, Stock City East, 175 Troye Street, Sunnyside.

Particulars are not guaranteed:

For residential use: Flat: Lounge/dining-room, kitchen, one and a half bedrooms and bathroom.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-451226/JAA/M. Oliphant.)

Saak 944/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Noordelike Vaal Metropolitaanse Substruktuur**, Eiser, en **Roafu Properties (Pty) Ltd**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 9 Oktober 1995, sal die ondervermelde eiendom op 15 Desember 1995 om 10:00, by die kantoor van die Balju, Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder verkoop word:

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

Sekere: Gedeelte 4 van Erf 233, The De Deur Estates Limited, Registrasieafdeling IQ, provinsie Gauteng, groot 8 565 (agt vyf ses vyf) 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, Beaconsfieldlaan 41A, Vereeniging, 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 Vereeniging op hede die 17de dag van Oktober 1995.

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

Saak 1521/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Noordelike Vaal Metropolitaanse Substruktuur**, Eiser, en **mnr. M. S. Ramokongoane**,
Eerste Verweerder, en **mev. L. M. Ramokongoane**, Tweede Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 9 Oktober 1995, sal die ondervermelde eiendom op 15 Desember 1995 om 10:00, by die kantoor van die Balju, Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere Gedeelte 14, Erf 1498, Ironsyde (Cecilestraat 14, Debonair Park), Registrasieafdeling IQ, provinsie Gauteng, groot 889 (agt agt nege) vierkante meter.

Voorwaardes:

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

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

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Beaconsfieldlaan 41A, Vereeniging, en sal deur hom uitgelees word by aanvang van verkoping.

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

Aldus gedoen en geteken te Vereeniging op hede die 17de dag van Oktober 1995.

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

Saak 1184/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Noordelike Vaal Metropolitaanse Substruktuur**, Eiser, en **Peter Lesego Tshikare**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 9 Oktober 1995, sal die ondervermelde eiendom op 15 Desember 1995 om 10:00, by die kantoor van die Balju, Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere Erf 416, Walker's Fruit Farms-landbouwes-uitbreiding 1, Registrasieafdeling IQ, provinsie Gauteng, groot 2,1785 (twee komma een sewe agt vyf) hektaar.

Voorwaardes:

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

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

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Beaconsfieldlaan 41A, Vereeniging, en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Privaat woonhuis met buitegeboue.

Aldus gedoen en geteken te Meyerton op hede die 19de dag van Oktober 1995.

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

Saak 1556/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Noordelike Vaal Metropolitaanse Substruktuur**, Eiser, en **Ross House (Pty) Ltd**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 8 Oktober 1995, sal die ondervermelde eiendom op 15 Desember 1995 om 10:00, by die kantoor van die Balju, Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere Erf 145, Ironsyde, Registrasieafdeling IQ, provinsie Transvaal, groot 1 983 (een nege agt drie) vierkante meter.

Voorwaardes:

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

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

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Beaconsfieldlaan 41A, Vereeniging, 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 Vereeniging op hede die 17de dag van Oktober 1995.
A. I. Odendaal, Lochstraat 16A, Posbus 547, Meyerton. [Tel. (016) 62-0114/5.]

Saak 1306/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Noordelike Vaal Metropolitaanse Substruktuur**, Eiser, en **Beverley Myrna Brown**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 9 Oktober 1995, sal die ondervermelde eiendom op 15 Desember 1995 om 10:00, by die kantoor van die Balju, Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere Erf 22, Homestead Apple Orchards SH AH, Ninth Avenue, Registrasieafdeling IQ, provinsie Gauteng, groot 4,0471 hektaar (vier komma nul vier sewe een).

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelaktes.
2. Die koopprys sal betaalbaar wees as volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprys of R500 watter bedrag ook al die grootste is en die balans van die koopprys binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.
3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Beaconsfieldlaan 41A, Vereeniging, en sal deur hom uitgelees word by aanvang van verkoping.
4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Privaat woonhuis met buitegeboue.

Aldus gedoen en geteken te Vereeniging op hede die 17de dag van Oktober 1995.

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

Saak 1557/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Noordelike Vaal Metropolitaanse Substruktuur**, Eiser, en **Ross House (Pty) Ltd**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 8 Oktober 1995 sal die ondervermelde eiendom op 15 Desember 1995 om 10:00, by die kantoor van die Balju, Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere Erf 144, Ironsyde, Registrasieafdeling IQ, provinsie Transvaal, groot 1 963 (een nege ses drie) vierkante meter.

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelaktes.
2. Die koopprys sal betaalbaar wees as volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprys of R500 watter bedrag ook al die grootste is en die balans van die koopprys binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.
3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Beaconsfieldlaan 41A, Vereeniging, 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 Vereeniging op hede die 17de dag van Oktober 1995.

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

Case 21304/95
PH 528

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **De Beer, Casper**, 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 for Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 12 December 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read by the Sheriff 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 407, Alberton Township, Registration Division IR, Province of Gauteng, measuring 991 (nine hundred and ninety-one) square metres, held under Deed of Transfer T8356/1993, situated at 66 Fourth Street, Alberton North.

Zoning: Business.

Improvements: House converted into offices consisting of face brick walls, corrugated iron roof, three offices, stoep, toilet and handwash basin and four carports. Outbuildings consisting of store and toilet (which are not warranted or guaranteed).

The material conditions of sale are:

1. The property shall be sold to the highest bidder without reserve.
2. The purchaser shall, on the day of the sale, pay auctioneer's charges on the proceeds of the sale and in addition, when requested thereto by the Judgment Creditor's attorney/s costs of transfer, being transfer duty, fees and stamps as also arrear rates and taxes and other charges necessary to effect transfer. All the above-mentioned amounts shall be payable by the purchaser as a liability over and above the purchase price.
3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase in cash on the day of the sale. The balance together with interest calculated on the purchase price at the rate of 20,25% (twenty comma two five per cent) per annum, from the date of sale to the date of registration of transfer, to be secured by a bank and/or building society or other acceptable guarantee to be approved by the Judgment Creditor's attorney, to be furnished to the Sheriff, within 14 (fourteen) days of date of sale, subject to the further provision that should the Judgment Creditor or any other bondholder be entitled to a higher rate of interest, then that rate of interest shall be applicable.

Conditions of sale: The conditions of sale, which will be read by the Sheriff, Alberton, immediately prior to the sale, will lie for inspection at the offices of the Sheriff, as aforesaid.

Dated at Alberton on this the 7th day of November 1995.

J. L. Badenhorst, Plaintiff's Attorney, 32 Prins Albert Street, Brackenhurst, Alberton; P.O. Box 1662, Alberton, 1450. (Tel. 867-4020.) (Fax. 867-5562.) (Ref. Mr Badenhorst/rl/LN914.)

Case 7039/95

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Nkwane James Kedimotse**, Defendant

Pursuant to judgment and a writ of execution the property, namely:

Property: All right, title and interest in respect of the leasehold of Erf 13056, Kagiso Extension 8 Township, Registration Division IQ, Transvaal, situated at Erf 13056, Kagiso Extension 8 Township, will be sold in execution on 13 December 1995 at 10:00, by the Sheriff at his offices, Klaburn Court, 22B Ockerse Street, Krugersdorp.

Conditions of sale:

The property shall be sold to the highest bidder, voetstoots, subject to the Magistrates' Courts Act, the conditions of sale and payment of a 10% (ten per centum) deposit.

Swart, Redelinghuys, Nel & Partners, 501 Nedbank Building, corner of Human and Kruger Streets, Krugersdorp. (Tel. 953-1112.) (Ref. Jan Nel.)

SALE IN EXECUTION

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

Execution Creditor: **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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the undermentioned 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, 15 December 1995 at 10:00, of the undermentioned immovable properties of the undermentioned Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randfontein, at 40 Park Avenue, Randfontein.

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).

1. Case Number: 02063/1995.

Judgment Debtor: **Saint Carolines Marketing (Pty) Limited, De Kok, Johan Adriaan, Du Preez, Andries Stefanus, Boucher Caroline and Danrec Gas & Engineering CC.**

Property: Erf 3, Aureus Township, Registration Division IQ, Transvaal, measuring 7 064 m², held by the Defendants under Deed of Transfer T44231/1993, being 1 Protea Street, Aureas Extension 3, Randfontein.

Description: Large store-room, servant's rooms, two toilets and parking-area for 40 vehicles.

Reference: Z97241/WRFCLS/Mr. Brewer/djl.

2. Case Number: 02063/1995.

Judgment Debtors: **Saint Carolines Marketing (Pty) Limited, De Kok, Johan Adriaan, Du Preez, Andries Stefanus, Boucher, Caroline and Danrec Gas & Engineering CC.**

Property: Erf 4, Aureus Township, Registration Division IQ, Transvaal, measuring 6 704 m², held by the Defendants under Deed of Transfer T44231/1993, being 3 Protea Street, Aureus Extension 3, Randfontein.

Description: Kitchen, several toilets, 13 offices, three store-rooms and a walk-in safe.

Reference: Z97241/WRFCLS/Mr. Brewer/djl.

3. Case Number: 02063/95.

Judgment Debtors: **Saint Carolines Marketing (Pty) Limited, De Kok, Johan Adriaan, Du Preez, Andries Stefanus, Boucher Caroline and Danrec Gas & Engineering CC.**

Property: Erf 5, Aureus Township, Registration Division IQ, Transvaal, measuring 9 317 m², held by the Defendants under Deed of Transfer T44231/1993, being 5 Protea Street, Aureus Extension 3, Randfontein.

Description: Two large store-rooms, seven offices, five store-rooms and double carport.

Reference: Z97241/WRFCLS/Mr. Brewer/djl.

4. Case Number: 02063/1995.

Judgment Debtors: **Saint Carolines Marketing (Pty) Limited, De Kok, Johan Adriaan, Du Preez, Andries Stefanus, Boucher Caroline and Danrec Gas & Engineering CC.**

Property: Erf 6, Aureus Township, Registration Division IQ, Transvaal, measuring 6 914 m², held by the Defendants under Deed of Transfer T44231/1993, being 7 Protea Street, Aureus Extension 3, Randfontein.

Description: Nine store-rooms, 12 offices, several toilets and seven carports.

Reference: Z97241/WRFCLS/Mr. Brewer/djl.

5. Case Number: 02063/95.

Judgment Debtors: **Saint Carolines Marketing (Pty) Limited, De Kok, Johan Adriaan, Du Preez, Andries Stefanus, Boucher Caroline and Danrec Gas & Engineering CC.**

Property: Remaining Extent of Erf 7, Aureus Township, Registration Division IQ, Transvaal, measuring 9 075 m², held by the Defendants under Deed of Transfer T44231/1993, being 9 Protea Street, Aureus Extension 3, Randfontein.

Description: Vacant land.

Reference: Z97241/WRFCLS/Mr. Brewer/djl.

6. Case Number: 02063/1995.

Judgment Debtors: **Saint Carolines Marketing (Pty) Limited, De Kok, Johan Adriaan, Du Preez, Andries Stefanus, Boucher Caroline and Danrec Gas & Engineering CC.**

Property: Portion 1 of Erf 7, Aureus Township, Registration Division IQ, Transvaal, measuring 6 408 m², held by the Defendants under Deed of Transfer T44231/1993, being 9 Protea Street, Aureus Extension 3, Randfontein.

Description: Vacant land.

Reference: Z97241/WRFCLS/Mr. Brewer/djl.

Note: In addition to the conditions of sale the sale is subject to the servitudes and conditions as set forth in the title deed.

Dated at Johannesburg this 30th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)

**Case 07949/95
PH 267**

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

In the matter between **Syfrete Mortgage Nominees Limited**, Plaintiff, and **Malanshof Properties Limited**, First Defendant, **Wasserman, Anthony Jeffrey**, Second Defendant, **Wasserman, Clive Jeffrey**, Third Defendant, **Bava, Chendrakant Lala**, Fourth Defendant, and **Bhika, Ratilal Lala**, Fifth Defendant, **Channa, Khanjee**, Sixth Defendant, and **Cohen, Aaron**, 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, 19 December 1995 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 508, Malanshof Extension 3 Township, Registration Division IQ, Transvaal, measuring 1 200 m², held by the First Defendant under Deed of Transfer T12983/85, being Silverpine Shopping Centre, Malanshof.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of ground and first floor shops, two bays per 100 m² of office area and six bays per 100 m² of shop area.

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 November 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. 190838/Mr Nesbit/ca.)

Case 17785/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mtongana, Victoria Vuyiswa**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 8 December 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 529, Dawn Park Extension 2 Township, Registration Division IR, Transvaal, measuring 809 m², held by the Defendant under Deed of Transfer T24869/92, being Barbaraweg 25, Dawn Park, Extension 2, Boksburg.

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/w.c., kitchen, scullery, double garage and outside toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 6th day of September 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z71728/ERFCLS/Mr Preiss/lp.)

Case 15811/95
PH 267

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Solhar Property Investments CC**, First Defendant, **Jeton Exclusive Collection C.C.**, Second Defendant, **Bloomfields C.C.**, Third Defendant, and **Bloomfield, David John**, Fourth 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, 14 December 1995 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East at 131 Marshall Street, Johannesburg:

Erf 150, Doornfontein Township, Registration Division IR, Transvaal, measuring 465 m², held by the First Defendant under Deed of Transfer T30720/1990, being 50 Davies Street, Doornfontein, Johannesburg, and

Erf 151, Doornfontein Township, Registration Division IR, Transvaal, measuring 464 m², held by the First Defendant under Deed of Transfer T30720/1990, being 50 Davies Street, Doornfontein.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of a three storey building consisting of ground floor shop/warehouse with first and second floor offices/warehouse/factory. The upper floors are serviced by outside goods hoist. The building is normal brick and upper floors are concrete roofing and is IBR sheeting.

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 30th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. 191204/Mr Nesbit/ca.)

Case 9842/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Hlekane, Christopher Joas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 8 December 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 159, Delmore Park Extension 2 Township, Registration Division IR, Transvaal, measuring 299 m², held by the Defendant under Deed of Transfer T49724/91, being 9 Karanteen Street, Delmore Park Extension 2, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, three bedrooms, bathroom and toilet.

Terms: 10% (ten per 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 30th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z70715/ERFCLS/Mr Preiss/lp.)

Case 13573/95
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 **Mpulampula, Dudley Tole**, First Defendant, and **Mpulampula, Moloko Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 8 December 1995 at 11:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Lot 312, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 324 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL5883/88, being 312 Matwaitwai Street, Vosloorus Extension 2, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, three bedrooms, bathroom and toilet.

Terms: 10% (ten per 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 30th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4234/ERFCLS/Mr Preiss/lp.)

Case 1522/94
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 **Selane, Dikano Samuel**, First Defendant, and **Selane, Minocah Phuti**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 8 December 1995 at 11:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 1957, Dawn Park Extension 20 Township, Registration Division IR, Transvaal, measuring 805 m², held by the Defendants under Deed of Transfer T64239/92, being 1 Oleander Street, Dawn Park Extension 30, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, three bedrooms, bathroom and toilet.

Terms: 10% (ten per 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 27th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91216/ERFCLS/Mr Preiss/lp.)

Case 19307/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Gabonewe, Chentse Lucky**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 8 December 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 196, Vosloorus Extension 5 Township, Registration Division IR, Transvaal, measuring 334 m², held by the Defendant under Deed of Transfer TE18902/92, being 196 Vosloorus Extension 5, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, three bedrooms, bathroom and toilet.

Terms: 10% (ten per 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 27th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z73295/ERFCLS/Mr Preiss/lp.)

Case 7156/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Mogashoa, Sakie Isaac**, First Defendant, and **Mogashoa, Masesi Christina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 8 December 1995 at 11:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 921, Dawn Park Extension 2 Township, Registration Division IR, Transvaal, measuring 866 m², held by the Defendants under Deed of Transfer T42987/91, being 53 Tsetsebe Street, Dawn Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, three bedrooms, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 27th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z70312/ERFCLS/Mr Preiss/lp.)

Case 12116/95
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 **Mahlangu, Soonyboy Solomon**, First Defendant, and **Mosikare, Motshedisi Ruth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 8 December 1995 at 11:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 1028, Dawn Park Township, Registration Division IR, Transvaal, measuring 875 m², held by the Defendants under Deed of Transfer T9167/94, being 6 Springbok Street, Dawn Park, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, three bedrooms, bathroom and toilet.

Terms: 10% (ten per 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 27th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3736/ERFCLS/Mr Preiss/lp.)

Case 8976/94

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

In the matter between **E R C Homes**, Plaintiff, and **Malatji, N. A.**, Defendant

On Friday, 15 December 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Courts' Offices, 182 Leeuwoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

Property: Erf 13929, together with all erections or structures thereon in the Township of Vosloorus Extension 10, Boksburg, Registration Division IR, in the Province of Gauteng, measuring 286 square metres, held under Deed of Transfer TL55742/93.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

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

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 13th day of November 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. O. Smuts/B711.)

Case 6210/95

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Vusumuzi Simeon Nkosi**, First Defendant, married in community of property to **Mabel Nkosi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 18 October 1995 and writ of execution dated 18 October 1995, the following property will be sold in execution on Wednesday, 13 December 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 1567, Othandweni Extension 1 Township, Registration Division IR, the Province of Gauteng.

Street address: 1567 Othandweni Extension 1, measuring 240 square metres, held under Certificate of Registered Grant of Leasehold TL41359/1990 dated 24 October 1990.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, kitchen, three bedrooms and bathroom. *Outbuildings:* None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 18,75% (eighteen comma seven five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 14th day of November 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329/907-2359.) (Ref. Miss D. Meyer.)

Case 8753/91

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Khehla Harry Moloi**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 18 November 1991 and writ of execution dated 21 August 1995, the following property will be sold in execution on Wednesday, 13 December 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain: All right, title and interest in the leasehold in respect of Erf 1356, Othandweni Extension 1 Township, Registration Division IR, Province of Gauteng.

Street address: 1356 Othandweni Extension 1, measuring 251 square metres, held under Certificate of Registered Grant of Leasehold TL45091/1991 dated 20 November 1991.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, kitchen, three bedrooms and bathroom. *Outbuildings:* None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 19,25% (nineteen comma two five), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 15th day of November 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329/907-2359.) (Ref. Miss D. Meyer.)

Case 5780/95

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Willem Mathew Newland**, First Defendant, and **Bridgette Ivy Newland**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 18 October 1995 and writ of execution dated 18 October 1995, the following property will be sold in execution on Wednesday, 13 December 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder:

Certain Erf 8, Verwoerdpark Township, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging.

Street address: 30 Bloutulp Avenue, Verwoerdpark, Alberton, measuring 991 square metres, held by Deed of Transfer T25310/1994 dated 7 June 1994.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, kitchen, three bedrooms, two bathrooms, dining-room, family room and hall. *Outbuildings:* Double garage, servant's toilet and swimming-pool.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 18,5% (eighteen comma five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 15th day of November 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329/907-2359.) (Ref. Miss D. Meyer.)

Case 6111/95

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Dumisani Clement Hlophe**, First Defendant, married in community of property to **Pulletso Eunice Hlophe**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 17 October 1995 and writ of execution dated 17 October 1995, the following property will be sold in execution on Wednesday, 13 December 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain: All right, title and interest in the leasehold in respect of Erf 10425, Tokoza Extension 5 Township, Registration Division IR, Province of Gauteng.

Street address: 10425 Tokoza Extension 5, measuring 273 square metres, held under Certificate of Registered Grant of Leasehold TL56004/1994 dated 23 November 1994.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, kitchen, three bedrooms and bathroom. *Outbuildings:* None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 18,75% (eighteen comma seven five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 14th day of November 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329/907-2359.) (Ref. Miss D. Meyer.)

Case 6211/95

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Moeketsi David Moeketsi**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 18 October 1995 and writ of execution dated 18 October 1995, the following property will be sold in execution on Wednesday, 13 December 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain: All right, title and interest in the leasehold in respect of Erf 1039, Moleleki Township, Registration Division IR, Province of Gauteng.

Street address: 1039 Moleleki, Katlehong, measuring 200 square metres, held under Certificate of Registered Grant of Leasehold TL15346/1995 dated 6 April 1995.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, kitchen, three bedrooms and bathroom. *Outbuildings:* None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 18,75% (eighteen comma seven five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 14th day of November 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329/907-2359.) (Ref. Miss D. Meyer.)

Case 5160/95

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Ben Benjamin Makwa**, First Defendant, married in community of property to **Libuseng Christina Makwa**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 8 September 1995 and writ of execution dated 8 September 1995, the following property will be sold in execution on Wednesday, 13 December 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plesiss Street, Alberton, to the highest bidder, viz:

Certain: All right, title and interest in the leasehold in respect of Erf 179, Thintwa Village Township, Registration Division IR, the Province of Gauteng.

Street address: 179 Thintwa Village, measuring 204 square metres, held under Certificates of Registered Grant of Leasehold TL472178/1992 dated 9 October 1992.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Lounge, kitchen, two bedrooms and bathroom. *Outbuildings:* None.

1. *Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance plus interest at 18,75% (one eight comma seven five per centum), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 13th day of November 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329/907-2359.) (Ref. Miss D. Meyer.)

Case 9990/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **FF Property Holdings CC**, First Defenant, and **Wait, Rodney Stephen**, 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, 14 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, Johannesburg West at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 2406, Northcliff Extension 12 Township, Registration Division IQ, Transvaal, measuring 1 983 m², held by the Defendants under Deed of Transfer T15759/89, being 7 Joseph Avenue, Northcliff.

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, study, kitchen, scullery, pantry, laundry, four bedrooms, three bathrooms/w.c./shower, balcony, guest toilet and patio. *Outbuilding:* Bedroom, bathroom and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand.)

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

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I92923/Ms Glyn/en.)

Case 5725/95
PH 683IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Van Rhyn, Leo**, First Defenant, and **Van Jaarsveld, Willemina Jacoba**, 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 by the Sheriff of the Supreme Court, Johannesburg South, First Floor, 131 Marshall Street, Johannesburg, at 10:00 on Thursday, 14 December 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 134, Moffatview Extension 4 Township, Registration Division IR, Transvaal, area 621 (six hundred and twenty-one) square metres, situated at 19 Simmer Crescent, Moffatview Extension 4, Johannesburg.

Improvements: (not guaranteed): A house consisting of a lounge, dining-room, three bedrooms, bathroom and toilet, kitchen, double carport and enclosed stoep.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank or 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.

Dated at Johannesburg on this the 1st day of November 1995.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Ref. Mr H. N. Moloto/cm/A-118.)

Case 19471/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Simango, Magumisi Sam**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Krugersdorp, at Ockerse and Rissik Streets, Klaburn Court 22B, Krugersdorp, on Wednesday, 13 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: 1. Erf 66, Luipaardsvlei Township, Registration Division IQ, Transvaal.

2. Erf 67, Luipaardsvlei Township, Registration Division IQ, Transvaal.

Situation: 91 Sivewright Street, Krugersdorp.

Area: 1. 347 (three hundred and forty-seven) square metres; and

2. 347 (three hundred and forty-seven) square metres.

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

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

Dated at Johannesburg on this the 15th day of November 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4921E/mgh/tf.)

Case 14444/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Goldhill Properties 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 Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 14 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: Portion 9 of Erf 106, Savoy Estate Township, Registration Division IR, Transvaal.

Situation: 15 Darwin Avenue, Savoy Estate, Johannesburg.

Area: 1 627 (one thousand six hundred and twenty-seven) square metres.

Improvements (not guaranteed): Four bedrooms, two bathrooms, four other rooms and two garages/store-rooms.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4657E/mgh/tf.)

Case 25238/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Campbell, Maureen May**, 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 North, at 131 Marshall Street, Johannesburg, on Thursday, 14 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: Lot 1308, Westdene Township, Registration Division IR, Transvaal.

Situation: 32 Cadoza Street, Westdene.

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

Improvements (not guaranteed): Two bedrooms, bathroom, three other rooms, swimming-pool and granny flat.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5435E/mgh/tf.)

Case 15169/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gerber, Leon**, 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, 14 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 765, Bezuidenhout Valley Township, Registration Division IR, Transvaal.

Situation: 141 Kitchener Avenue, Bezuidenhout Valley.

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

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

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by 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 15th day of November 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. BR167E/mgh/tf.)

Case 819/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thom, Maria 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 Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 14 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 777, Regents Park Extension 3 Township, Registration Division IR, Transvaal.

Situation: 107 East Road, Regents Park Extension 3.

Area: 596 (five hundred and ninety-six) square metres.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N4542E/mgh/tf.)

Case 22634/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Naidoo, Eugene**, 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, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 15 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 391, Lenasia South Extension 1 Township, Registration Division IQ, The Province of Pretoria-Witwatersrand-Vereeniging.

Situation: 391 Bedford Street, Lenasia South Extension 1.

Area: 390 (three hundred and ninety) square metres.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5195E/mgh/tf.)

Case 05558/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anop, Ratilal Gopal**, 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, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 15 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 3158, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal.

Situation: 3158 Osmium Crescent, Lenasia South Extension 7.

Area: 720 (seven hundred and twenty) 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 cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5556E/mgh/tf.)

Case 30329/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndlovu, Mphitzeli Victor**, 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, 131 Marshall Street, Johannesburg, on Thursday, 14 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: Portion 2 of Erf 84, Lombardy West Township, Registration Division IR, Transvaal.

Situation: 9 Glasgow Street, Lombardy West.

Area: 2 004 (two thousand and four) square metres.

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

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

Dated at Johannesburg on this the 2nd day of November 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5416E/mgh/tf.)

Case 20055/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Samuels, Philip**, 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, 14 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 75, Meredale Township, Registration Division IQ, Transvaal.

Situation: 39 Amy Street, Meredale.

Area: 2 026 (two thousand and twenty-six) square metres.

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

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

Dated at Johannesburg on this the 15th day of November 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5596E/mgh/tf.)

Case 33169/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Frank, Mancel**, 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, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 15 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 1946, Lenasia South Township, Registration Division IQ, Transvaal, situation 1946 Impala Street, Lenasia South, area 840 (eight hundred and forty) square metres.

Improvements (not guaranteed):

Four bedrooms, two and a half bathrooms, five other rooms, three garages and two carports.

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

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

Dated at Johannesburg on this the 15th day of November 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5595E/mgh/tf.)

Saak 13342/89

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Susanna Jacoba van Antwerpen**, Eiseres, en **Jacobus Petrus van Antwerpen**, Verweerder

Geliewe hiermee kennis te neem dat die onderstaande vaste eiendom per publieke veiling verkoop sal word op Vrydag, 8 Desember 1995 om 11:00, te Balju Wonderboom, onderhewig aan die verkoopvoorwaardes wat ter insae lê by Balju Wonderboom, Gedeelte 83, Onderstepoort (net noord van Sasko Meule, Ou Warmbadpad, Bon Accord), Tel. 562-0570:

Die eiendom is Gedeelte 99 van die plaas Bultfontein, Plaasnommer 107, groot 8,5653 hektaar, gehou kragtens Akte van Transport T70552/1993, deur Jacobus Perus van Antwerpen (Identiteitsnommer 4402265031082).

Die eiendom bestaan uit die volgende: 'n Dubbelverdiepinghuis gebou met klinkersteen met 'n grasdak met houtvensters plus houtdeure, drie sitkamers, groot eetkamer, groot kombuis met houtkaste ensovoorts, vyf slaapkamers, twee-en-'n-halwe badkamers, groot onthaalvertrek met ingeboude braaiplek met nodige skoorsteen ingebou, twee groot toesluit garages met waskamer, bediende kwartiere, groot swembad, hout balke, nortipine plafonne, houtvloere, in die hoofingang is die beligting in die vloer geïnstalleer, hoofslaapkamer met aparte badkamer, ronde bad, "gold plated" krane (on-suite), en die eiendom is omheim met 'n 10 voet geëlektrifiseerde heining met elektriese ysterhekke plus interkom.

Geteken te Pretoria op hierdie 14de dag van November 1995.

Shapiro & De Meyer Ing., Prokureurs vir Eiseres, Shapirogebou, Bureaulaan, Pretoria. (Verw. mnr. L. Shapiro/mev. Van Olst/SB.)

Case 11144/93
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 **Nymeyer, Clarah Gladness**, 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, 14 December 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 613, Suideroord Township, Registration Division IR, Transvaal, measuring 1 223 m², held by the Defendant under Deed of Transfer T26344/1992, being 22 Potgieter Street, Suideroord.

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, kitchen, three bedrooms, bathroom/w.c., cloak room, single garage and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z67917/JHBFCLS/Mr McCallum/cvdm.)

Case 12536/95
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bojang, Bojang James**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 14 December 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

Section 27 as shown and more fully described on Sectional Plan SS161/1982 in the scheme known as Delft, in respect of the land and building or buildings situated at Berea 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 69 m², held by the Defendant under Certificate of Registered Sectional Title ST37229/1993, being 72 Delft Court, Olivia Road, Berea.

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

The property consists of lounge, dining-room, one and a half bedrooms, bathroom, separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 9th day of November 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3815/JHBFCLS/Mr McCallum/cvdm.)

Case 7619/94
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 **Jason, Edward Graham 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 by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 14 December 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Unit consisting of section 29 as shown and more fully described on Sectional Plan SS48/1985 in the building or buildings known as Kennedy Court, situated at Township of Kenilworth, 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 55 m², held by the Defendant under Certificate of Registered Sectional Title ST48/1985 (29) (Unit), being Flat 29, Kennedy Court, corner of Kennedy and Leonard Streets, Kenilworth.

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

The property consists of entrance hall, lounge, kitchen, bedroom and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 9th day of November 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92767/JHBFCLS/Mr McCallum/cvdm.)

Case 4597/94

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 **Johannes Christiaan Kruger**, First Defendant, and **Suzi Joubert**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 28 July 1994, 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 10:00, at the property namely:

Certain remaining extent of Erf 1705, Crystal Park Extension 2, situated at 11 Swift Street, in the Township of Crystal Park Extension 2, in the District of Benoni, measuring 803 (eight hundred and three) square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Building comprises of lounge, two bedrooms, bathroom, two w.c.'s, kitchen, shower and w.c.

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

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

Dated at Benoni on this 16th day of November 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. A00188/Mrs Whitson.)

Case 37435/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and trustees from time to time of the **Nico Herman Trust**, First Defendant, and **C. J. van den Berg**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at 142 Struben Street, Pretoria, on 13 December 1995 at 10:00, to the highest bidder:

Certain remaining extent of Erf 777, situated in the Township of Moreletapark Extension 1, Registration Division JR, Transvaal, measuring 1 043 square metres, situated at 811 French Street, Moreletapark Extension 1, Pretoria.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: *Description of property:* House, lounge, dining-room, study, kitchen, pantry, scullery, four bedrooms, two bathrooms, shower, three w.c.'s, front stoep, TV-room, entrance hall and dressing-room. *Outbuildings:* Three garages, servant's room, w.c. and shower. *Other:* Jacuzzi, swimming-pool, paving, walls and gates.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's Office, at 142 Struben Street, Pretoria.

Signed at Pretoria on this 17th day of November 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1680.)

Case 64321/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Lily Gwendoline Theunissen**, First Defendant, and **Johan Hendrik Theunissen**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at 142 Struben Street, Pretoria, on 13 December 1995 at 10:00, to the highest bidder:

Certain Erf 4301, situated in the Township of Moreletapark Extension 20, Registration Division JR, Transvaal, measuring 1 497 square metres, situated at 670 Severus Street, Moreletapark Extension 20, Pretoria.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: *Description of property:* House, lounge, dining-room, study, kitchen, four bedrooms, two bathrooms, shower, three w.c.'s, enter hall, scullery, laundry, dressing-room. *Outbuildings:* Two garages, servant's room, bathroom. *Other:* Brickdrive pavings, alarm system, splash-pool.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's Office, at 142 Struben Street, Pretoria.

Signed at Pretoria on this 17th day of November 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1319.)

Saak 2182/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **P. P. T. Moorosi**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 4 Julie 1995 en 'n lasbrief vir eksekusie gedateer 4 Julie 1995 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju van die Landdroshof by die Landdroshof te Harpurlaan, Benoni, op Woensdag, 17 Januarie 1996 om 11:00:

Gedeelte 13 van Erf 7365, Benoni-uitbreiding 33-dorpsgebied, Registrasieafdeling IR, die Provinsie Gauteng, groot 1 264 (eenduisend tweehonderd vier-en-sestig) vierkante meter, gehou kragtens Akte van Transport T45699/1993, geleë te Shirazstraat 4, Alphenpark, Benoni.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: Dubbelverdiepingwoonhuis met teëldak bestaande uit ingangsportaal, twee sitkamers, eetkamer, studeerkamer, familiekamer, speelkamer met jacuzzi, vier slaapkamers, drie badkamers, twee toilette, kombuis, opwaskamer, waskamer, buite badkamer met volledige badkamer, stoorkamer, drie motorhuis en afdak.

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 15de dag van November 1995.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AT1144.)

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Agrippa Mgoduseni Ndima**, Eerste Eksekusieskuldenaar, en **Stompie Francina Ndima**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 4 Oktober 1995 en 'n lasbrief vir eksekusie gedateer 5 Oktober 1995 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju van die Landdroshof by die Landdroshof te Harpurlaan, Benoni, op Woensdag, 13 Desember 1995 om 11:00:

Die reg, titel en belang in huurpag van Erf 3200, Wattville-dorpsgebied, Registrasieafdeling IR, die Provinsie Gauteng, groot 240 (tweehonderd-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL18195/1990, geleë te Erf 3200, Wattville.

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

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 15de dag van November 1995.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB303.)

Saak 2182/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **P. P. T. Moorosi**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 4 Julie 1995 en 'n lasbrief vir eksekusie gedateer 4 Julie 1995 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju van die Landdroshof by die Landdroshof te Harpurlaan, Benoni, op Woensdag, 17 Januarie 1996 om 11:00:

Gedeelte 1 van Hoewe 7, Benoni-Noordlandbouhoewes, Registrasieafdeling IR, die Provinsie Gauteng, groot 1,1155 (een komma een een vyf vyf) hektaar, gehou kragtens Akte van Transport T46047/1991, geleë te hoek van Kirshner- en Lennoxstraat, Benoni-Noordlandbouhoewes.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Leë Landbouhoewe.

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 15de dag van November 1995.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AT1144.)

Saak 50509/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, h/a United Bank, Eiser, en **Van Vuuren Philip Johan**, ID 520715 5019 009, Eerste Verweerder, en **Van Vuuren Anna**, ID 560117 0072 003, Tweede Verweerder

'n Openbare veiling sonder reserweprijs sal deur die Balju, Suid, te Strubenstraat 142, Pretoria, op 13 Desember 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenpark-hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 426, geleë in die Erasmia-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 467 (eenduisend vierhonderd sewe-en-sestig) vierkante meter, gehou kragtens Akte van Transport T14928/95.

Hierdie eiendom is geleë te Steynbergstraat 398, Erasmia, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamers met bad, stort, toilet en toilet en waskamer.

Buitegeboue: Twee motorhuise, vyf afdakke, kantoor, kombuis, slaapkamer, toilet en stort.

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 17de dag van November 1995.

E. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940) (Verw. Geyser/mev. Mare/A2123.)

Case 9134/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **David Lucky Motswi**, First Defendant, and
Nomathemba Lilian Motswi, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, in front of the Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, on 15 December 1995 at 10:00, of the following property:

Erf 7068, Paardekraal Extension 3 Township, Registration Division JQ, Transvaal, measuring 375 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL72380/1992.

Street address: Stand 7068, Paardekraal Extension 3, Rustenburg.

Improvements on the property: Two bedrooms, kitchen, bathroom/toilet and lounge. Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect of the conditions of sale at the Sheriff's Office, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

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

Case 18876/91

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and
Nicolaas Johannes Bosman, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria East, at 142 Struben Street, Pretoria, on 13 December 1995 at 10:00, of the following property:

Remaining Extent of Erf 376, Lynnwood Township, Registration Division JR, Transvaal, measuring 1 332 square metres, held by the Defendants under Deed of Transfer T28029/1991.

Street address: 494 Sappers Countour Street, Lynnwood Proper, Pretoria.

Improvements on the property: Four bedrooms, separate toilet, lounge, dining-room, two garages, pantry, bathroom/toilet, kitchen, family room, study, swimming-pool and laundry. Double-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspection of conditions of sale at the Sheriff's Office, at 142 Struben Street, Pretoria.

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

Case 17124/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Catherina Gertruida Henice Uys, N.O.**, First Defendant, and
Catherina Gertruida Henice Uys, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 13 December 1995 at 10:00, of the following property:

A unit consisting of:

(a) Section 1, as shown and more fully described on Sectional Plan SS683/1993, in the scheme known as Erf 33, Valhalla, in respect of the land and building or buildings situated at Erf 33, Valhalla Township, Central Pretoria Metropolitan Substructure, of which section the floor area according to the said sectional plan is 164 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 ST83909/1993.

Street address: 18 Bergen Avenue, Valhalla, Pretoria.

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

The nature, extent and improvements are not guaranteed.

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

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

Saak 26045/94

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

In die saak tussen **Grobler-Steyn Property Holdings (Edms.) Bpk.**, Eiser, en **P. H. Cloete**, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) sal 'n openbare veiling met 'n reserweprys op Woensdag, 13 Desember 1995 om 10:00 te die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, gehou word kragtens voorwaardes wat nou by die kantoor van die Balju ingesien kan word en wat deur hom ten tye van die verkoping van die volgende eiendom uitgelees sal word:

Erf 182, Val-de-Grace, Pretoria, die eiendom is geleë te Naboomstraat 56, Val-de-Grace, Pretoria.

Die volgende inligting ten aansien van die verbeteringe word voorsien, alhoewel geen waarborg ten aansien hiervan gegee word nie: Klinkersteenwoning met teëldak en buitegeboue bestaande uit: Drie slaapkamers, twee badkamers, aparte toilet en stort, sitkamer, eetkamer, TV-kamer, studeerkamer, kombuis, twee motorhuise, bediendekamer, toilet, stoorkamer en boorgat.

Terme:

10% (tien persent) van die koopprys sowel as die afslaerskoste in kontant op die dag van die verkoping, die balans teen registrasie van oordrag verseker te word deur 'n bank- of bouverenigingwaarborg wat binne 14 (veertien) dae vanaf die datum van die verkoping voorsien moet word.

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

Potgieter-Marais, Eiser se Prokureurs, Schoemanstraat 1019, Hatfield, Pretoria. (Tel. 342-0343.) (Verw. M. B. Potgieter.)

Saak 26045/94

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

In die saak tussen **Grobler-Steyn Property Holdings (Edms.) Bpk.**, Eiser, en **P. H. Cloete**, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) sal 'n openbare veiling met 'n reserweprys op Woensdag, 13 Desember 1995 om 10:00 te die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, gehou kragtens voorwaardes wat nou by die kantoor van die Balju ingesien kan word en wat deur hom ten tye van die verkoping van die volgende eiendom uitgelees sal word:

Gedeelte 1 van Erf 542, Brooklyn, Pretoria, die eiendom is geleë te Charlesstraat 261, Brooklyn, Pretoria.

Die volgende inligting ten aansien van die verbeteringe word voorsien, alhoewel geen waarborg ten aansien hiervan gegee word nie: Pleisterwoning met sinkdak en buitegeboue bestaande uit ingangsportaal, eetkamer, sitkamer, TV-kamer, kombuis met opwas, drie slaapkamers, twee badkamers met storte, motorhuis, twee afdakke, bediendekamer en toilet.

Terme:

10% (tien persent) van die koopprys sowel as die afslaerskoste in kontant op die dag van die verkoping, die balans teen registrasie van oordrag verseker te word deur 'n bank- of bouverenigingwaarborg wat binne 14 (veertien) dae vanaf die datum van die verkoping voorsien moet word.

Gedateer te Pretoria op hierdie 7de dag van November 1995.

Potgieter-Marais, Eiser se Prokureurs, Schoemanstraat 1019, Hatfield, Pretoria. (Tel. 342-0343.) (Verw. M. B. Potgieter.)

Case 3260/95

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

In the matter between **Saambou Bank (Pty)**, formerly known as Saambou Nasional Building Society, Plaintiff, and **CBC Chemical Developers & Distributors (Pty) Ltd**, First Defendant, and **Coenraad Christoffel Andries Grobler**, Second Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated 2 November 1995 a sale by public auction without reserve will be held on 15 December 1995 at 11:00, at CBC Chemical Developers & Distributors (Pty) Ltd, Vanadium Avenue, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Court, Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Libra Auctioneers, Roodepoort, of the following property owned by the Defendants:

AANHANGSEL "A"

2. Teen die eerste Verweerder, spesiaal uitwinbaarverklaring van die eiendom verbind onder Verbandaktes nrs. B. 24028/90 en B.57800/90 synde GEDEELTE 1 VAN ERF 2195 IN DIE DORP RUSTENBURG UITBREIDING 9, REGISTRASIE AFDELING J.Q., TRANSVAAL WAAROP DIE DEELTITEL REGISTER BEKEND AS CBC INDUSTRIA SS.68/91 GEOPEN IS, EN WELKE BESWAARDE EIENDOM SEDERT DIE REGISTRASIE VAN 'N DEELTITELREGISTER EN NA ONTHEFFING UIT DIE VERBAND VAN SEKERE DELE, SOOS VOLG BESKRYF WORD:

2.1 DEEL 1 SOOS GETOON EN VOLLEDIGER BESKRYF OP DEELPLAN SS.68/91 IN DIE GEBOU OF GEBOUE BEKEND AS CBC INDUSTRIAL GELEË IN DIE DORP RUSTENBURG UITBREIDING 9, PLAASLIKE BESTUUR RUSTENBURG, TRANSVAAL, VAN WELKE DEEL DIE VLOEROPPERVLAKTE, VOLGENS DIE VOORMELDE DEELPLAN, 213 (TWEEHONDERD EN DERTIEN) VIERKANTE METER GROOT IS;

2.2 DEEL 2 SOOS GETOON EN VOLLEDIGER BESKRYF OP DEELPLAN SS.68/91 IN DIE GEBOU OF GEBOUE BEKEND AS CBC INDUSTRIAL GELEË IN DIE DORP RUSTENBURG UITBREIDING 9, PLAASLIKE BESTUUR RUSTENBURG, TRANSVAAL, VAN WELKE DEEL DIE VLOEROPPERVLAKTE, VOLGENS DIE VOORMELDE DEELPLAN, 215 (TWEEHONDERD EN VYFTIEN) VIERKANTE METER GROOT IS;

2.3 DEEL 3 SOOS GETOON EN VOLLEDIGER BESKRYF OP DEELPLAN SS.68/91 IN DIE GEBOU OF GEBOUE BEKEND AS CBC INDUSTRIAL GELEË IN DIE DORP RUSTENBURG UITBREIDING 9, PLAASLIKE BESTUUR RUSTENBURG, TRANSVAAL, VAN WELKE DEEL DIE VLOEROPPERVLAKTE, VOLGENS DIE VOORMELDE DEELPLAN, 215 (TWEEHONDERD EN VYFTIEN) VIERKANTE METER GROOT IS;

2.4 DEEL 4 SOOS GETOON EN VOLLEDIGER BESKRYF OP DEELPLAN SS.68/91 IN DIE GEBOU OF GEBOUE BEKEND AS CBC INDUSTRIAL GELEË IN DIE DORP RUSTENBURG UITBREIDING 9, PLAASLIKE BESTUUR RUSTENBURG, TRANSVAAL, VAN WELKE DEEL DIE VLOEROPPERVLAKTE, VOLGENS DIE VOORMELDE DEELPLAN, 215 (TWEEHONDERD EN VYFTIEN) VIERKANTE METER GROOT IS;

2.5 DEEL 5 SOOS GETOON EN VOLLEDIGER BESKRYF OP DEELPLAN SS.68/91 IN DIE GEBOU OF GEBOUE BEKEND AS CBC INDUSTRIAL GELEË IN DIE DORP RUSTENBURG UITBREIDING 9, PLAASLIKE BESTUUR RUSTENBURG, TRANSVAAL, VAN WELKE DEEL DIE VLOEROPPERVLAKTE, VOLGENS DIE VOORMELDE DEELPLAN, 215 (TWEEHONDERD EN VYFTIEN) VIERKANTE METER GROOT IS;

2.6 DEEL 6 SOOS GETOON EN VOLLEDIGER BESKRYF OP DEELPLAN SS.68/91 IN DIE GEBOU OF GEBOUE BEKEND AS CBC INDUSTRIAL GELEË IN DIE DORP RUSTENBURG UITBREIDING 9, PLAASLIKE BESTUUR RUSTENBURG, TRANSVAAL, VAN WELKE DEEL DIE VLOEROPPERVLAKTE, VOLGENS DIE VOORMELDE DEELPLAN, 215 (TWEEHONDERD EN VYFTIEN) VIERKANTE METER GROOT IS;

2.7 DEEL 7 SOOS GETOON EN VOLLEDIGER BESKRYF OP DEELPLAN SS.68/91 IN DIE GEBOU OF GEBOUE BEKEND AS CBC INDUSTRIAL GELEË IN DIE DORP RUSTENBURG UITBREIDING 9, PLAASLIKE BESTUUR RUSTENBURG, TRANSVAAL, VAN WELKE DEEL DIE VLOEROPPERVLAKTE, VOLGENS DIE VOORMELDE DEELPLAN, 215 (TWEEHONDERD EN VYFTIEN) VIERKANTE METER GROOT IS;

2.8 DEEL 8 SOOS GETOON EN VOLLEDIGER BESKRYF OP DEELPLAN SS.68/91 IN DIE GEBOU OF GEBOUE BEKEND AS CBC INDUSTRIAL GELEË IN DIE DORP RUSTENBURG UITBREIDING 9, PLAASLIKE BESTUUR RUSTENBURG, TRANSVAAL, VAN WELKE DEEL DIE VLOEROPPERVLAKTE, VOLGENS DIE VOORMELDE DEELPLAN, 215 (TWEEHONDERD EN VYFTIEN) VIERKANTE METER GROOT IS;

2.9 'N ONVERDEELDE AANDEEL IN DIE GEMEENSKAPLIKE EIENDOM IN DIE GROND EN GEBOU OF GEBOUE SOOS GETOON EN VOLLEDIGER BESKRYF OP GENOEMDE DEELPLAN, AAN GENOEMDE DEEL TOEGEDEEL OOREENKOMSTIG DIE DEELNEMINGSKWOTA VAN GENOEMDE DEEL TOEGEDEEL OOREENKOMSTIG DIE DEELNEMINGSKWOTA VAN GENOEMDE DEEL, GESPEFISEER IN 'N BYLAE OP GENOEMDE DEELPLAN AANGETEKEN;

ASOOK DIE GEBIEDE GEMERK:

2.10 W1 (WERF) GROOT 674 (SESHONDERD VIER EN SEWENTIG) VIERKANTE METER; EN P1 (PARKEERPLEK) GROOT 18 (AGTIEN) VIERKANTE METER;

2.11 W2 (WERF) GROOT 366 (DRIEHONDERD SES EN SESTIG) VIERKANTE METER; EN P2 (PARKEERPLEK) GROOT 18 (AGTIEN) VIERKANTE METER;

2.12 W3 (WERF) GROOT 383 (DRIEHONDERD DRIE EN TAGTIG) VIERKANTE METER; EN P3 (PARKEERPLEK) GROOT 18 (AGTIEN) VIERKANTE METER;

2.13 W4 (WERF) GROOT 828 (AGTHONDERD AGT EN TWINTIG) VIERKANTE METER; EN P4 (PARKEERPLEK) GROOT 18 (AGTIEN) VIERKANTE METER;

2.14 W5 (WERF) GROOT 681 (SESHONDERD EEN EN TAGTIG) VIERKANTE METER; EN P5 (PARKEERPLEK) GROOT 18 (AGTIEN) VIERKANTE METER;

2.15 W6 (WERF) GROOT 666 (SESHONDERD SES EN SESTIG) VIERKANTE METER; EN
P6 (PARKEERPLEK) GROOT 18 (AGTIEN) VIERKANTE METER;

2.16 W7 (WERF) GROOT 796 (SEWEHONDERD SES EN NEGENTIG) VIERKANTE METER; EN
P7 (PARKEERPLEK) GROOT 18 (AGTIEN) VIERKANTE METER;

2.17 W8 (WERF) GROOT 356 (DRIEHONDERD SES EN VYFTIG) VIERKANTE METER; EN
P8 (PARKEERPLEK) GROOT 18 (AGTIEN) VIERKANTE METER;

SOOS AANGEDUI OP VELLE 6 EN 7 VAN DIE DEELPLAN, MET UITSLUITING VAN DIE REGTE VAN AL DIE ANDER
EIENAARS EN ALLE ANDER PERSONE.

Terms: 10% (ten per cent) of the purchase price and auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance and approved bank or building society or other guarantee must be furnished within 14 days from date of sale.

Dated at Rustenburg on this 14th day of November 1995.

Van Velden-Duffey, Attorney for Plaintiff, 37 Steen Street, Private Bag X82082, Rustenburg, 0300. (Ref. Mr Classen/IS/D1197.)

Saak 992/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOUD TE KRUGERSDORP

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

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

Eiendom: Gedeelte 61, plaas Nietgedacht 535, Krugersdorp.

Ligging: Plot 130, Nietgedacht, Krugersdorp.

In eksekusie verkoop op 17 Januarie 1996 om 10:00, deur die Balju by sy kantoor te Klaburghof, Ockersestraat 22B, Krugersdorp.

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

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

Case 12486/94

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

In the matter between **Daphne Erasmus**, Plaintiff, and **Norman Walter James Kloke**, Defendant

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

Certain: Section 15, as shown and more fully described on Sectional Plan SS248/1994, in the scheme known as Apalonia Terrace, in respect of the land and building or buildings situated at Boksburg Township, Transitional Local Council of Boksburg, and an undivided share in the common property, situated at 15 Apalonia Terrace, Massel Road, Beyers Park, Boksburg.

Improvements: Detached single storey brick residence, consisting of two bedrooms, one and a half bathrooms, kitchen, lounge, dining-room and outbuildings comprising a sundeck, built-in braai area and garage.

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

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

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

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

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

Dated at Boksburg on this the 10th day of November 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs R. van der Westhuizen/D1132.)

Saak 4161/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bepark**, Eksekusieeiser, en **Alfred Jackson Tsipa**, Eerste Eksekusieverweerder, en **Manamana Salamina Tsipa**, Tweede Eksekusieverweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Hooggeregshof Alberton, te Eerste Verdieping, Terracegebou, Easton Terrace, New Redruth, Alberton, op 12 Desember 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, Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere: Erf 584, Roodekop, groot 805 m², geleë te Klipspringerstraat 102, Leondale.

Bestaande uit:

Hoofgebou: Sitkamer, twee eetkamers, gesinskamer, studeerkamer, gang, vyf slaapkamers, twee badkamers en kombuis.

Buitegeboue: Motorhuis en buitetoilet.

Konstruksie: Plaveisel en betonmure.

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

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

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

Geteken te Johannesburg op hierdie 27ste dag van Oktober 1995.

Kok & Hendrikse, Eiser se Prokureurs, Sesde Verdieping, Nedbank Corner, Jorissenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. Mnr. Du Plessis/wb/S1508.)

Saak 390/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Van Staden Vorster & Nysschen**, Eiser, en **B. T. Fourie**, van Usutustraat 3, Randlespark, Klerksdorp, 2570, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Klerksdorp en lasbrief vir eksekusie teen goed gedateer 15 Augustus 1995, sal die volgende eiendom geregtelik verkoop word te Klerksdorp aan die hoogste bieder op Vrydag, 8 Desember 1995 om 10:00, te die kantore van die Balju, Leaskstraat, Klerksdorp:

Erf 309, geleë in die dorp Boetrand, Klerksdorp, Registrasieafdeling IP, provinsie Noordwes, groot 588 (vyfhonderd agt-en-tagtig) vierkante meter, kragtens Akte van Transport T49088/1986.

Die volgende inligting word verskaf aangaande die verbeteringe, alhoewel geen waarborg gegee kan word nie:

Die eiendom is verbeter deur woonhuis met buitegeboue.

Vernaamste verkoopvoorwaardes:

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

2. Die koper moet 10% (tien persent) van die koopprys in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente daarop bereken teen die heersende bankrentekoers op huislenings moet verseker word deur 'n bank- of bougenootskapwaarborg, betaalbaar teen oordrag, wat goedgekeur moet word deur die Eksekusieskuldeiser se prokureurs en wat binne 21 (een-en-twintig) dae na datum van verkoping aan die Balju, Klerksdorp, gelewer moet word.

3. Voorwaardes van verkoop sal gedurende kantoorure by die kantoor van die Balju, Leaskstraat 23, Klerksdorp, ter insae lê.

Geteken te Klerksdorp op hede die 8ste dag van November 1995.

J. M. Nysschen, vir Van Staden Vorster & Nysschen, West Endgebou, Leaskstraat, Posbus 101, Klerksdorp, 2570. (Verw. F7.)

Case 22109/95
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 **Ndlovu, Vusumizi Kenneth**, 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, 14 December 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

Section 17 as shown and more fully described on Sectional Plan SS27/1987, in the scheme known as Yellowwood Park in respect of the land and building or buildings situated at Berea 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 87 m², held by the Defendant under Deed of Transfer ST51499/94, being 23 Yellowwood Park, Prospect Road, Berea.

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

The property consists of lounge, bathroom/w.c., two and a half bedrooms and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 9th day of November 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA6159/JHBFCLS/Mr McCallum/cvdm.)

Saak 156/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Nedcor Bank Limited**, Eiser, en **Williams, C. A. F.** en mev. **Y. J.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 15 Februarie 1995 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 12 Januarie 1995 om 09:00, te die Landdroskantoor, Kerkstraat, Nigel, geregteelik verkoop sal word, naamlik:

Erf 367, Alra Park, ook bekend as Okapilaan 6, Alra Park.

Beskrywing van eiendom: Steengebou met teëldak, kombuis, eetkamer, sitkamer, twee slaapkamers, twee badkamers met toilette, betonomheining, motorhuis, ingeboude kaste en gedeeltelike volvloermatte.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter insae lê en behels onder andere die volgende:

1. 10% (tien persent) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Nigel op hede die 13de dag van November 1995.

Brits Pretorius Kruger & Coetzer Inc., Tweede Laan 35, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. IVN/D1613.)

Case 8568/94
PH 551

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

In the matter between **Frog Electrical Contractors (Pty) Limited** Plaintiff, and **Matos, Manuel Victor Mendes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale with a reserve price of R53 442,74 (fifty three thousand four hundred and forty-two rand seventy-four cents), the price subject to the Plaintiff's approval, will be held by the Sheriff, at 131 Marshall Street, Johannesburg, on 14 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be 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, Johannesburg, 131 Marshall Street, Johannesburg:

Certain Portion 14 of Erf 716, Elandspark, Johannesburg, corresponding to 61 Pauline Smith Crescent, Elandspark, Johannesburg, measuring 667 (six hundred and sixty-seven) square metres.

Improvements (none of which are guaranteed): Consisting of the following: *Main building:* A dwelling built with face brick under a tiled roof with precast walls surrounding the erf with three bedrooms, kitchen with built-in cupboards, lounge, bathroom with toilet and bath and another bathroom with toilet and shower.

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

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

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

J. C. Marais, for Schindler & Cimring, Attorney for Plaintiff, 18th Floor, Noswal Hall, 3 Stiemens Street, Braamfontein; P.O. Box 10909, Johannesburg. (Tel. 403-3168/9 or 403-3328/9.) (Ref. Mr Marais/sb/F82.)

CAPE • KAAP

Case 3330/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Standard Credit Corporation**, Plaintiff, and **Jacobus Frederick America**, Defendant

In pursuance of a judgment of the Magistrate's Court of Somerset West and writ of execution dated 6 October 1993, the property listed hereunder, and commonly known as 10 Comely Crescent, New Macassar Village, Macassar will be sold in Execution in front of the Magistrate's Court, Somerset West, on Tuesday, 12 December 1995 at 10:00, to the highest bidder:

Erf 3973, Macassar, in the Local Area of Macassar, Division Stellenbosch, in extent 290 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, open plan 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, Somerset West, 5 Church Street, Somerset West. 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. I. Broodryk/vdk/ST.146.)

Saak 1288/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **C. A. Westraad**, Eiser, en **C. D. Jonker**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 30 Mei 1995 sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 7 Desember 1995 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 474, in die Munisipaliteit van Despatch en afdeling Despatch, groot 929 vierkante meter (negehonderd nege-en-twintig) vierkante meter, gehou kragtens Transportakte T42866/1993, geleë te President Swartstraat 3, Despatch.

Verbeterings: 'n Woonhuis met gebruiklike buite geboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus Balju (afslae) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Stockenstroomstraat 12, Uitenhage.

Gedateer te Uitenhage op die 7de dag van November 1995.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. FAS/ag/S04437.)

Case 790/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Port Alfred Transitional Local Council**, Plaintiff, and **Trenbath Property CC**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 12 June 1995 and subsequent warrant of execution the following property will be sold in execution on 8 December 1995 at 10:15, at the offices of the Magistrate, Pascoe Crescent, Port Alfred, namely:

Vacant Erf 4135, Port Alfred, in the Transitional Local Council of Port Alfred, Division of Bathurst, in extent six hundred and two (602) square metres, held by Deed of Transfer T22134/89, situated at 21 The Spithead, Royal Alfred Marina, Port Alfred.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, c/o Magistrates' Court, Port Alfred and contain *inter alia* the following provisions:

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

Dated at Port Alfred on this the 7th day of November 1995.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170; P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. LJH/QF0217.)

Case 2381/93

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **Gerald Evans**, Defendant

The following will be sold in execution on 11 December 1995 at 12:00, in front of the Magistrate's Court for the District of Goodwood, to the highest bidder:

Erf 126095 (portion of Erf 127712), Cape Town, 293 (two hundred and ninety-three) square metres, held by Deed of Transfer T27252/90, situated at 48 Juniper Street, Bonteheuwel.

1. The following improvements are reported but not guaranteed: Dwelling: Asbestos roof, brick building, lounge, kitchen, two 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 19,5% (nineteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 26825/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, Plaintiff, and **George Petrus Johannes Strydom**, First Defendant, and **Jacqueline Strydom**, 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, 8 December 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain: Section 1 (one) as shown and more fully described on Sectional Plan SS75/95 in the scheme known as Corbin Villas 5 in respect of the land and buildings situated at Hunters Retreat in the Municipality of Port Elizabeth of which the floor area, according to the sectional plan is 43 (forty-three) square metres in extent; and

an undivided share in the common unit 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 ST2498/95, situated at 5A Corbin Close, Sherwood, Port Elizabeth.

Improvements: Although not guaranteed, it is a maisonette consisting of lounge; two bedrooms, bathroom, w.c., and parking facility.

Material conditions of sale:

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

2. Ten per centum (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20,25% (twenty comma two five per centum) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this 2nd day of November 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 8187/95

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

In the matter between **Saambou Bank Limited**, Execution Creditor, and **F. Hartzenberg**, First Execution Debtor, and **A. Hartzenberg**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 24 August 1995, and in pursuance of an attachment in execution dated 5 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, 7 December 1995 at 11:00, of the following immovable property situated at 19 Korhaan Street, Daleview, Despatch:

Zoned: Residential, being Erf 6437, Despatch, in the Area of Despatch Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 275 square metres, held by Freddy Hartzenberg and Alma Hartzenberg, under Deed of Transfer T70444/94, 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 concrete tiles 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 centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) 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 6th day of November 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 9809/95

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **M. J. Dyasi**, First Execution Debtor, and **N. R. Dyasi**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 4 October 1995, and in pursuance of an attachment in execution dated 12 October 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, 7 December 1995 at 11:00, of the following immovable property situated at 12 Ntlemeze Street, kwaNobuhle.

Zoned: Residential.

Being: Erf 3579 (now Erf 9189), kwaNobuhle, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 275 square metres, held by Mnyamezeli John Dyasi and Nomgqibelo Regina Dyasi, under Certificate of Registered Grant of Leasehold 3579/1, 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 iron 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 centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) 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 3rd day of November 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 35605/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, Plaintiff, and **Reinhard Eldred Scherrer**, First Defendant, and **Lynette Scherrer**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 18 October 1995 and a writ of execution dated 18 October 1995, the property listed hereunder will be sold in execution on Friday, 8 December 1995 at the front entrance of the New Law Courts, North End, Port Elizabeth at 14:15:

Certain 3162, Kabega, in the Municipality and Division of Port Elizabeth, measuring 920 (nine hundred and twenty) square metres, situated at 14 Kepler Avenue, Ben Kamma, Port Elizabeth.

Improvements: Although not guaranteed, it is a single storey brick under tile, private dwelling consisting of lounge, dining-room, kitchen, scullery, two bedrooms, bathroom, shower, w.c., garage and with fenced boundary walls.

Material conditions of sale:

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

2. Ten per centum (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20,25% (twenty comma two five per centum) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 2nd day of November 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 9092/95

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Roland Nugent Fowler**, First Defendant, and **Cynthia Valerie Fowler**, Second Defendant

The undermentioned property will be sold in execution at the premises at 11 Albany Street, Edgemead, Goodwood, on 13 December 1995 at 11:00:

Erf 33059, Goodwood, in the area of the Transitional Metropolitan Substructure of Goodwood, Western Cape Province, in extent 520 (five hundred and twenty) square metres, comprising tile roof, brick walls, lounge, dining-room, kitchen, three bedrooms, bathroom, store-room and garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per centum) of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholders prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Goodwood, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. (Tel. 945-3646.)

Saak 485/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANRHYNSDORP GEHOU TE VANRHYNSDORP

In die saak tussen **Standard Bank van Suid-Afrika**, Eiser, en mev. **Elfrieda Ackerman**, Verweerder

Aangesien daar in bogemelde saak beslag gelê is op die ondergemelde eiendom sal 'n geregtelike veiling gehou word op Vrydag, 8 Desember 1995 om 10:00, te Voortrekkerstraat 67, Vanrhynsdorp, 8170:

Omskrywing: Erf 208, Vanrhynsdorp, geleë in die munisipaliteit vir die gebied Vanrhynsdorp, in die provinsie Wes-Kaap, groot 1 487 vierkante meter.

Verkoopvoorwaardes:

1. Die verkoping is onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, die reëls daarkragtens uitgevaardig en verder onderworpe aan die voorwaardes opgelê in die titelakte, waar van toepassing en word voetstoots verkoop aan die hoogste bieder.

2. Die koopprijs van die eiendom sal soos volg betaalbaar wees:

(a) Die koper sal op die dag van die veiling 'n kontantdeposito van 10% (tien persent) van die koopprijs aan die Geregsbode betaal.

(b) Die balans van die koopprijs tesame met rente bereken van die dag van veiling tot op datum van registrasie teen 23,5% (drie-en-twintig komma vyf persent) sal betaal word aan die prokureurs wat die oordrag doen teen registrasie van oordrag.

(c) Die koper sal binne veertien (14) dae na datum van die veiling 'n bank- of bougenootskapwaarborg aan die oordrag-gewende prokureurs voorsien welke waarborg onderworpe is aan die goedkeuring van laasgenoemde, vir die betaling van die balans van die koopprijs en rente.

3. Die perseel is verbeter met 'n woonhuis.

4. Die verkoop is onderworpe aan verdere voorwaardes, wat onmiddellik voor die veiling gelees sal word. Die volledige verkoopvoorwaardes is ter insae in die kantoor van die Geregsbode, Vanrhynsdorp, en die kantoor van die ondergemelde Le Roux & Van der Westhuysen, Prokureur vir Eiser, Voortrekkerstraat 33, Vanrhynsdorp, 8170.

Geteken te Vanrhynsdorp op die 30ste dag van Oktober 1995.

C. J. van Zyl, vir Le Roux & Van der Westhuysen, Voortrekkerstraat 33, Posbus 1, Vanrhynsdorp, 8170. [Tel. (02727) 9-1011.] [Faks. (02727) 9-1795.] (Verw. STA02-01/CJVZ/lt.)

Case 957/95

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Barry Shaun Dunmore** and **Etienne Smit**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 14 December 1995 at 11:30:

Erf 6548, Durbanville, in the Municipality of Durbanville, Division of Cape, in extent 701 square metres, also known as 22 Bateleur Street, Parkview Village, Durbanville.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with three bedrooms, two bathrooms, lounge, kitchen and double garage.

2. **Payment:** 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 6th day of November 1995.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case 3626/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Neckor Admin & Beleggings CC**

The following property will be sold in execution by public auction held at 34 Paul Street, Brackenfell, to the highest bidder on 12 December 1995 at 11:00:

Erf 847, Brackenfell, in the area of the Transitional Metropolitan Substructure of Brackenfell, Stellenbosch Division, Province of the Western Cape, in extent 684 (six hundred and eighty-four) square metres, held by Deed of Transfer T12064/94, situated at 34 Paul Street, Brackenfell.

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, TV-room, dining-room and 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 cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 2nd day of November 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case 6780/95

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 **Anna-Marie Oliver**, Defendant

In pursuance of a judgment of the Magistrate's Court, Bellville, and writ of execution dated 14 July 1995, the property listed hereunder, and commonly known as 8 Doordekraal Avenue, Kenridge, Durbanville, will be sold in execution at the premises on Thursday, 14 December 1995 at 10:00, to the highest bidder:

Erf 562, Kenridge, in the Municipality of Durbanville, Cape Division, in extent 867 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, dining-room, kitchen, two bathrooms, toilet and single garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the 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 30th 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.1950).

Case 2699/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Richard Jackson Maunder**, Defendant

In pursuance of a judgment of the Magistrate's Court, Goodwood, and writ of execution dated 22 April 1994, the property listed hereunder, and commonly known as 31 Palm Crescent, Palm Park, Goodwood, will be sold in execution at the premises on Monday, 11 December 1995 at 11:00, to the highest bidder:

Erf 31911, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 502 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 with main-en suite, lounge, kitchen, bathroom, toilet, garage 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 Magistrate's Court, Goodwood, Epping Avenue, Elsie's River. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 23rd 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.1669).

Case 3073/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Taswell Schuller**, First Defendant, and **Rene Armoed**, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Wynberg, and writ of execution dated 2 March 1993, the property listed hereunder, and commonly known as 6 Barbara Close, Santana, Eerste River, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 13 December 1995 at 09:00, to the highest bidder:

Erf 5351, Eerste River, in the Melton Rose Local Area, Administrative District of Stellenbosch, in extent 301 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, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 3rd day of November 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.1409).

Case 10748/95

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), formerly Natal Building Society Limited, Plaintiff, and **Brian Samuels**, First Defendant, and **Shireen Samuels**, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Mitchells Plain, and writ of execution dated 1 September 1995, the property listed hereunder, and commonly known as 25 Gloriana Street, Eastridge, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 11 December 1995 at 09:00, to the highest bidder:

Erf 35089, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 210 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 23rd 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.1987).

Case 8634/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Sidwell Kevin Duister**, First Defendant, and **Lorna Isobel Duister**, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Goodwood, and writ of execution dated 2 October 1995, the property listed hereunder, and commonly known as 23 Cloete Crescent, Elsies River, will be sold in execution in front of the Magistrate's Court, Goodwood, on Tuesday, 12 December 1995 at 14:00, to the highest bidder:

Erf 31955, Goodwood, in the Local Area of Elsies Rivier, Cape Division, in extent 343 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, Goodwood, Epping Avenue, Elsies River. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of November 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.2047).

Case 13325/94

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

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Joao da Vera Cruz Francisco**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Goodwood, and writ of execution issued pursuant thereto the property hereunder will be sold in execution on Thursday, 14 December 1995 at 14:00, at 36 Woodhead Drive, Edgemead, to the highest bidder:

Erf 27616, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 562 (five hundred and sixty-two) square metres, held by Deed of Transfer T60819/1987, situated at 36 Woodhead Drive, Edgemead.

1. The following improvements are reported but not guaranteed:

Dwelling: Tile roof, brick walls, lounge, kitchen, three bedrooms, one and a half bathroom and two garages.

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 together with interest thereon at 15,25% (fifteen comma two five per centum) per annum from and including the date of sale to an including date of payment, calculated daily and compounded monthly, shall be paid in cash against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the sale.

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.

Kessler & De Jager, Plaintiff's Attorneys, 100 Voortrekker Road, Goodwood.

Case 32996/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Yarzil Bux and Rookaya Bux

In pursuance of a judgment dated 4 October 1995 and an attachment on 30 October 1995, the following immovable property will be sold at 35 Haworthia Drive, Malabar, Port Elizabeth, by public auction on Thursday, 14 December 1995 at 11:00:

Erf 126, Malabar, Municipality and Division of Port Elizabeth, in extent 665 (six hundred and sixty-five) square metres, situated at 35 Haworthia Drive, Malabar, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of three bedrooms, lounge, dining-room, kitchen, bathroom and double garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court West, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R2000 and thereafter 1½% (one and a half per cent) with a minimum of R200 and a maximum of R3 000] and auctioneer's charges [4½% (four and a half per cent)] plus V.A.T. in both cases are also payable on date of sale.

Dated on the 9th day of November 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 18/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Timothy Gopolang Sebusho**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Kimberley, Knight Street, Kimberley, on Thursday, 14 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Woodley Street, Kimberley, prior to the sale:

Certain Erf 570, Ipopeng, situated in the Township of Ipopeng in the Municipality of Galeshwe and Administrative District of Kimberley, measuring 342 square metres, held by Deed of Transfer TL410/1990 (also known as 570 Hlongwane Lane, Ipopeng, Galeshewe, Kimberley).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single-storey dwelling-house consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

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

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

Dated at Kimberley on this 7th day of November 1995.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

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 of South Africa Limited** (Reg. No. 62/00738/06), Plaintiff, and
Nosipho Pearl Mazana, Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of King William's Town, and writ of execution dated 9 January 1995 by the above Honourable Court, the following property will be sold in execution on Wednesday, 6 December 1995 at 10:30, by the Sheriff of the Court, at Old KSM Milling Building, Eales Street, King William's Town:

Remainder of Erf 1099, King William's Town, in extent 565 square metres, and Remainder of Erf 1224, King William's Town, in extent 454 square metres, Municipality and Division of King William's Town, held by Deed of Transfer T1038/1993, commonly known as 35 Leopold Street, King William's Town.

The property consisting of usual buildings/outbuildings.

Entrance hall, lounge, dining/bar, family room, kitchen, laundry, five bedrooms, bath/w.c., w.c./shower, servants' quarters/w.c., precast fencing, brick paving and single storey.

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 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 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 Old KSM Milling Building, Eales Street, King William's Town.

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 6th day of November 1995.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Tel. 24-210.) (Ref. M. B. Orsmond/rw/S245/G21413.)

SALE IN EXECUTION

Nedcor Bank Limited vs S. Mia

Wynberg Case No. 21585/95

The property: Erf 785, Zeekoevlei, situated in the Local Area of Zeekoevlei, Cape Division, in extent 874 square metres, situated at "Hove To", Anglers Close, Zeekoevlei.

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, lounge, kitchen, four bedrooms, two bathrooms, two toilets and double garage.

Date of sale: 12 December 1995 at 12.00 p.m.

Place of sale: "Hove To", Anglers Close, Zeekoevlei.

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: R2 5000,00 in cash or by bank cheque upon signature of the Conditions of Sale; 10% of the purchase price less the sum of R2 500,00 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.

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

Nedcor Bank Limited versus V A G Wood

The property: Erf 82700, Cape Town, at Retreat, in the City of Cape Town, Cape Division.

In extent: 555 square metres.

Situated at: 5 Ravel Road, Steenberg.

Improvements (not guaranteed): Brick dwelling: Lounge/dining-room, kitchen, three bedrooms and bathroom.

Date of sale: 11 December 1995 at 10:00.

Place of sale: 5 Ravel Road, Steenberg.

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, 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 27328/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Standard Bank of SA Limited**, Plaintiff, and **Christiaan Deon Visser**, First Defendant, and **Danel Visser**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 24 August 1995 and a writ of execution dated 31 August 1995, the property listed hereunder will be sold in execution on Friday, 8 December 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 2036, Westering, in the Municipal and Administrative District of Port Elizabeth, measuring 952 (nine hundred and fifty-two) square metres, situated at 5 Van Wyk Street, Westering, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey under tile, private dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom with shower, bathroom with shower and w.c. and separate w.c., garage, store-room and w.c., precast boundary walls, swimming-pool with brick and slasto paving.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen per cent) interest thereon per annum, shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 2nd day of November 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 8438/95

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd (formerly S A Permanent Building Society)), Execution Creditor, and **N. J. Ngalo**, First Execution Debtor, and **Z. Ngalo**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 5 September 1995 and in pursuance of an attachment in execution dated 12 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, 7 December 1995 at 11:00, of the following immovable property situated at 22 Pilani Ntsika Street, kwaNobuhle:

Zoned Residential, being Erf 1139 (now Erf 7922), kwaNobuhle, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 275 square metres, held by Ntsikelelo James Ngalo and Zukiswa Ngalo, under Deed of Transfer TL262/91, 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 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 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 fourteen (14) days from date of the sale.

Dated at Uitenhage this 2nd day of November 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 3306/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Howard Nicholaas Anthony**, married in community of property to Evelyn Dolfina Anthony, Defendant

In terms of a judgment given in the Magistrate's Court at Strand, on 11 July 1995, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 17823, Strand, in the Municipality of the Strand, Division of Stellenbosch, Western Cape Province, measuring 128 square metres, held by Deed of Transfer T86346/94, also known as Erf 17823, Nazli Street, Rusthof, Strand, will be sold in execution on 13 December 1995 at 09:30, at Erf 17823, Nazli Street, Rusthof, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within 14 days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Kitchen, lounge, two bedrooms, bathroom and toilet.

Dated at Somerset West on this 3rd day of November 1995.

P. du Toit, Morkel & De Villiers Inc., First Floor, Elwil Centre, 14 Caledon Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 240/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fred Rouwan Stroud**, married in community of property to Virginia Roxane Stroud, Defendant

In terms of a judgment given in the Magistrate's Court at Caledon, on 24 March 1995, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 1142, Pringle Bay, in the Municipality of Hangklip/Kleinmond, Division of Caledon, measuring 1 070 square metres, held by Deed of Transfer T68765/93, also known as 1142 Bee Road, Pringle Bay, will be sold in execution on 13 December 1995 at 11:30, at 1142 Bee Road, Pringle Bay, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Caledon, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within 14 days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Vacant ground.

Dated at Somerset West on this 2nd day of November 1995.

P. du Toit, Morkel & De Villiers Inc., First Floor, Elwil Centre, 14 Caledon Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 1302/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Saambou Bank Limited (formerly Saambou National Building Society), Plaintiff, *versus* **G. B. van Gent**, First Defendant, and **M. van Gent**, Second Defendant

In pursuance of a judgment dated 30 June 1993 and an attachment, the following immovable property will be sold, in front of the Magistrate's Court, Kirkwood, by public auction on Friday, 8 December 1995 at 10:00:

The Remainder of Erf 135, Kirkwood, in the area of Kirkwood Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 1 487 square metres, situated at 23 Searle Street, Kirkwood.

While nothing is guaranteed, it is understood that on the property is a single storey detached conventional dwelling under iron roof with four bedrooms, lounge, kitchen, bathroom and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Supreme Court, c/o Canter & Delport, Main Street, Kirkwood.

Terms: 10% (ten per cent) on date of sale, the balance including Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 14 days of sale. Sheriff's charges 5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus Value-Added Tax, are also payable on date of sale.

Dated at Uitenhage on this 27th day of October 1995.

J. S. Levy & Levy, Plaintiff's Attorneys, Suite 301, S.A. Permanent Building, Caledon Street, Uitenhage. (Ref. L. Butlion/l.s.)

Case 27330/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, Plaintiff, and **Gazel Nomfuneko Dwane**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 29 August 1995 and a writ of execution dated 11 September 1995, the property listed hereunder will be sold in execution on Friday, 8 December 1995 at the front entrance of the New Law Courts, North End, Port Elizabeth at 14:15:

Certain Erf 949, Hunters Retreat, in the Municipality and Division of Port Elizabeth, measuring 865 (eight hundred and sixty-five) square metres, situated at 4 Coy Street, Rowallan Park, Port Elizabeth.

Improvements: Although not guaranteed, it consists of a single storey brick under tile, private dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., carport and concrete boundary walls.

Material conditions of sale:

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

2. Ten per centum (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20,25% (twenty comma two five per centum) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 31st day of October 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 9031/95

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

Nedcor Bank Limited versus T. Hermanus

The property: Erf 1429, Matroosfontein, in the Local Area of Nootgedacht, Cape Division, in extent 480 square metres, situated at 4 Manta Road, Matroosfontein.

Improvements (not guaranteed): Asbestos roof, brick walls, lounge/dining-room/TV-room all in one, kitchen, three bedrooms, bathroom, separate toilet and garage.

Date of sale: 11 December 1995 at 12:00.

Place of sale: Goodwood Magistrate's Court.

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 centum) 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.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 4950/90

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

Nedcor Bank Limited versus Erf 48812, Crawford CC

The property: Erf 58812, Cape Town at Lansdowne, in the City of Cape Town, Cape Division, in extent 496 square metres, situated at 115 St Kilda Road, Rondebosch East.

Improvements (not guaranteed): Brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom, w.c. and garage.

Date of sale: 12 December 1995 at 14:00.

Place of sale: 115 St Kilda Road, Rondebosch East.

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 centum) 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, Electric Road, Wynberg and Claremont Auctioneers, 21 Paarden Eiland Road, Paarden Eiland.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 41179/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET,
PORT ELIZABETH

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society),
Execution Creditor, and **M. Nkintsela**, First Execution Debtor, and **N. M. Nkintsela**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth, dated 17 January 1995, and in pursuance of an attachment in execution dated 25 January 1995, a sale by public auction will be held by the Sheriff for the Magistrate's Court, Port Elizabeth (North) at the front entrance of the New Law Courts, North End, Port Elizabeth, on Friday, 8 December 1995 at 14:15, of the following immovable property situated at 75 Ngabangaba Street, Motherwell, Port Elizabeth:

Zoned: Residential.

Being: Erf 805 (now Erf 5407) Motherwell, in the Municipality of Port Elizabeth, Division of Uitenhage, in extent 280 square metres, held by Madevane Nkintsela and Nomathemba Margaret Nkintsela, under Deed of Transfer TL160/95, 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 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, Port Elizabeth (North).

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) 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 18th day of October 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 37062/94

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

In the matter between **Fidelity Bank Limited**, Plaintiff/Execution Creditor, and **Narriman Naker**, First Defendant/Execution Debtor, and **Mogamad Berekar**, Second Defendant/Execution Debtor

In execution of the judgment of the Magistrate's Court of Wynberg, in the above matter, a sale will be held on Thursday, 14 December 1995 at 14:00, at 571 Lansdowne Road, Lansdowne.

The following information is furnished re the improvements but in this regard nothing is guaranteed: Brick walls, asbestos roof, lounge, kitchen, four bedrooms, two bathrooms and servants' quarters.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance [with interest at the rate of 18,25% (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, Wynberg.

Dated at Cape Town this 20th 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/42957.)

Case 6695/95

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society),
Execution Creditor, and **S. J. Roxo**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 13 July 1995, and in pursuance of an attachment in execution dated 24 July 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, 7 December 1995 at 11:00, of the following immovable property situated at 9 Miyo Street, Kwanobuhle.

Zoned: Residential.

Being: All the right, title and interest in the Leasehold over Erf 3115 (now Erf 9994) Kwanobuhle, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 286 square metres, held by Sipo James Roxo, under Deed of Transfer TL3285/88, 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 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 centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) 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 23rd day of October 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 209/95

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Marvyn John Prinsloo**, First Execution Debtor, and **Hermoine Prinsloo**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court, for the District of Wynberg, dated 1 September 1995, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 18 December 1995 at 12:00:

Erf 348, Ottery, in the area of the Transitional Metropolitan Substructure, Cape Town, Cape Division, Western Cape Province, in extent 481 (four hundred and eighty-one) square metres.

Street address: 12 Monowarr Street, Wooddale, Ottery.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Single dwelling with brick walls under tiled roof consisting of entrance hall, three bedrooms, kitchen, lounge, dining-room, bathroom, toilet, store and garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Road, 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 prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 21st day of October 1995.

Buchanan Boyes, W. de Braal, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 13060/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Rogaya Tasriet**, Defendant

In the above matter a sale will be held on Tuesday, 12 December 1995 at 10:30, at the site of 14 Little Street, Kensington, Maitland, being:

Erf 111084, Cape Town, at Maitland, in the City of Cape Town, Cape Division, measuring 507 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen comma two five per centum (18,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick dwelling comprising four bedrooms, lounge, dining-room, kitchen, bathroom/toilet and unfinished double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Cape Town and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Dickson Vass**, Eerste Verweerder, en **Yvonne Vass**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, in Saak No. 2218/1995, gedateer 5 Oktober 1995 sal die hiernabeskrewe eiendom in eksekusie verkoop word sal die hiernabeskrewe eiendom in eksekusie verkoop word op Dinsdag, 12 Desember 1995 om 11:00, op die perseel van die onroerende eiendom, te wete Missionstraat, Pacaltsdorp, George, aan die hoogste bieder, naamlik:

Erf 4420, Pacaltsdorp, in die munisipaliteit en administratiewe distrik George, groot 591 (vyfhonderd een-en-negentig) vierkante meter.

Verkoopvoorwaardes:

1. Die verkoping is onderworpe aan die bepalings en voorskrifte van die Wet op Landdroshowe en die reëls wat op gemelde Wet van toepassing is en onder andere die volgende voorwaardes:

2. Die koper sal 'n deposito van 10% (tien persent) van die koopprijs kontant betaal op die dag van verkoping en die balans koopsom op datum van registrasie van transport, en sal 'n bank- of bougenootskapwaarborg aan die Balju voorsien binne veertien (14) dae na datum van verkoping wat deur die Eiser se prokureurs goedgekeur moet word.

3. Die koper sal verantwoordelik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar, op die koopprijs vanaf datum van verkoping tot datum van transport, onderhewig aan Eiser se reg ingevolge die verband om die rentekoers te verhoog.

4. Die oordrag sal waargeneem word deur die prokureurs vir Eiser en die koper sal verantwoordelik wees vir betaling van alle kostes van transportregistrasie, insluitende hereregte, belastinge en enige ander koste wat van toepassing sal wees om registrasie van transport te bewerkstellig.

Die volledige verkoopvoorwaardes is beskikbaar by die Balju, Wellingtonstraat, George, en by die Klerk van die Hof, George, waar dit onder bovermelde saaknommer geliasseer is.

Gedateer te George op die 14de dag van November 1995.

R. Heyns & Kie., Prokureurs vir Skuldeiser, Stadco-gebou, Yorkstraat 126A, George.

Saak 3247/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eksekusieskuldeiser, en **Gert Slingers**, Eerste Eksekusieskuldenaar, en **mev. Anna Elizabeth Slingers**, Tweede Eksekusieskuldenares

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Goodwood gedateer 16 Mei 1995 en 'n lasbrief wat daarna uitgereik is, sal die hiernavermelde eiendom in eksekusie verkoop word op Woensdag, 13 Desember 1995 om 14:00, op die perseel, sonder reserwe en voetstoots aan die hoogste bieder:

1. Erf 4756, Epping Tuindorp, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Goodwood, Kaapse afdeling, provinsie Wes-Kaap, groot 533 m² (vyfhonderd drie-en-dertig) vierkante meter, gehou kragtens Transportakte T75050/1994, en gehou kragtens Verbandakte B74303/1994, adres en ligging van onroerende eiendom Princess Elizabethstraat 45, Ruyterwacht, Goodwood.

Veilingvoorwaardes:

1. Die eiendom sal sonder reserwe en voetstoots in eksekusie verkoop word aan die hoogste bieder en onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe en die reëls wat daarop van toepassing is, asook die serwitute en voorwaardes verbonde aan die betrokke titelaktes vir soverre van toepassing.

2. Die volgende inligting word gemeld dog nie gewaarborg nie: Woonplek met teëldak, baksteenmure, sitkamer, kombuis, twee slaapkamers en badkamer.

3. Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die afslaer voorgelees word en lê ter insae by die kantoor van die Balju van die Landdroshof, te Eppinglaan, Elsiesrivier.

4. Betaling geskied soos volg: 10% (tien persent) van die koopprijs kontant op die dag van die veiling en die balans van die koopprijs tesame met rente daarop teen 'n koers van 16,25% (sestien komma twee vyf persent) per maand, vanaf 1 Februarie 1995 tot datum van registrasie van transport teen oordrag van die eiendom in die koper se naam, moet betaal word aan die oordrag prokureurs, te Bellville, teen registrasie van oordrag, welke betaling verseker moet word deur 'n waarborg van 'n goedgekeurde bank of bougenootskap binne veertien (14) dae na die veiling.

Gedateer te Bellville op hierdie 13de dag van November 1995.

L. Malherbe, vir Balsillie Watermeyer & Cawood, Eksekusieskuldeiser se Prokureurs, Eerste Laan 8-10, Boston, Bellville. (Verw. LM/MDC/C.18879.)

Case 3231/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Federated Timbers (Pty) Limited**, trading as FT Building Supplies, Plaintiff, and **M. Flowers**, trading as M D G Flowers, Defendant

Pursuant to a judgment of the above Court granted on 22 May 1995 and writ of execution issued thereafter, the undermentioned property will be sold in execution on Friday, 15 December 1995 at 10:00, at Erf 4747, Kuils River, known as 9 Howick Street, Sarepta, Kuils River, by the Sheriff for the Magistrate's Court of Kuils River, to the highest bidder:

Erf 4747, Kuils River, situated in the Transitional Metropolitan Council Substructure of Kuils River, in the Division of Stellenbosch, Province of Western Cape, in extent 628 square metres, held by Deed of Transfer T53114/1994, situated at 9 Howick Street, Sarepta, Kuils River.

The property is a vacant erf.

Conditions of sale:

10% (ten per cent) and Sheriff's charges in cash or by means of bank-guaranteed cheque immediately after the property has been declared sold and the balance plus interest shall be paid against transfer 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, Kuils River (Mr Matthee), of 10 Industrie Street, Kuils River, Telephone Number 948-5783, or at the undermentioned attorneys.

Signed at Cape Town on this the 10th day of November 1995.

A. S. Hurter, for Truter & Hurter Inc., Attorneys for Plaintiff, Fifth Floor, Dumbarton House, 1 Church Street, Cape Town. [Tel. (021) 24-5920.] (Ref. ASH/ew/17873.)

Case 30436/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Boland Bank PKS Limited**, Plaintiff, and **Rocola Industries CC**, First Defendant, **Edward Kenneth Rogers**, Second Defendant, and **Edward Frank Rogers**, Third Defendant

In pursuance of a judgment of the above Court dated 27 September 1995, and an attachment in execution dated 4 October 1995, the following property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, by public auction on Friday, 15 December 1995 at 14:15 to the highest bidder:

Erf 1080, Fairview, in the Municipality and Division of Port Elizabeth, in extent 870 square metres, held under Deed of Transfer T97048/94, bonded to Boland Bank Limited, First Bond No. B96801/94 and to Boland Bank Limited, Second Bond No. B17595/95, situated at corner of William Moffat Express Way and Circular Drive.

Description: Consisting of a painted brick building, with front and back entrance, with large single room divided by a divider, tiled floor, double wash basins, two toilets in an outhouse which is attached to the main building. There is an unfinished brick coolroom, without a roof. The main building has a corrugated iron roof.

The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff of the Court, Port Elizabeth South, 36 North Street, North End, Port Elizabeth.

Terms: 10% in cash on the date of sale and the balance against transfer.

Dated at Port Elizabeth this 13th day of November 1995.

Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth. (Ref. L. Schoeman/BA/B1016.)

Saak 2174/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Jan Pieterse Kinders Trust**, Eiser, en **Gabriel Karel Drotsche**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 15 Desember 1995 om 11:00, aan die hoogste bieder verkoop word:

Erf 8002, Worcester, geleë te Transvaalweg 14, Worcester, in die gebied Worcester Plaaslike Oorgangsraad, afdeling Worcester, provinsie Wes-Kaap, groot 763 (sewehonderd drie-en-sestig) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant ten minste 20 persent van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg, verskaf word binne 21 dae vanaf die verkoopdatum vir die balans van genoemde koopprys. In geval van Eiser self die koper is sal die voorwaardes ten opsigte van die 20 persent deposito nie van toepassing wees nie.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op die 8ste dag van November 1995.

Conradie & Vennote, Prokureur vir Eiser, Stockenstromstraat 23, Worcester.

Case 10295/95

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **S. T. Jos**, First Execution Debtor, and **N. J. Jos**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court, for the District of Uitenhage dated 11 October 1995 and in pursuance of an attachment in execution dated 17 October 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, 7 December 1995 at 11:00, of the following immovable property situated at 6 Qolohle Street, Kwanobuhle:

Zoned: Residential, being all the right, title and interest in the leasehold over Erf 3043 (now Erf 9922), Kwanobuhle, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 275 square metres, held by Stanley Tshayina Jos and Nesikazi Joyce Jos, under Certificate of Registered Grant of Leasehold 3043/1, 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 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 centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) 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 2nd day of November 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 3006/95

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Elrika Hills**, Defendant

In pursuance of a judgment of the above Honourable Court dated 15 September 1995, and the warrant of execution dated 18 October 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 15 December 1995 at 15:00, at the Foyer, AA Mutual Building, 15 Rink Street, Central Port Elizabeth:

A unit consisting of section 28 as shown and more fully described on Sectional Plan SS50/1993, in the scheme known as Las Palmas in respect of the land and building or buildings situated at Port Elizabeth Central, in the Municipality of Port Elizabeth of which the floor area, according to the said sectional plan, is 49 (forty-nine) square metres in extent; and

an undivided share in the common property of 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 ST6569/93, situated at 40 Las Palmas, Glen Street, Central Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under asbestos dwelling, lounge, kitchen, bedroom, bath/w.c., and lobby.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 9th day of November 1995.

McWilliams, Elliot & Arderne, Plaintiff's Attorneys, Parliamentstraat 83, Sentraal Port Elizabeth. (Ref. EJ Murray/r.r.)

Saak 82/95

IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE OLIFANTSHOEK

In die saak tussen **Standard Bank, Namibia**, Eksekusieskuldeiser, en **N. A. P. Visser**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Olifantshoek en 'n lasbrief vir eksekusie gedateer 16 Mei 1995, sal die onderstaande eiendom op 1 Desember 1995 om 10:00, te Markplein 80, Olifantshoek, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 298 (gedeelte van Erf 155), Olifantshoek, geleë in die munisipaliteit Olifantshoek, afdeling Kuruman, Noord-Kaap.

Gesoneer vir woonhuis. *Beskrywing*: Woonhuis met omheining. *Verbandhouer*: Standard Bank, Namibia.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by Oosthuizen, Sweetnam & Reitz, Markplein 80, Olifantshoek.

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Olifantshoek op hede die 6de dag van November 1995.

Oosthuizen Sweetnam & Reitz, Eiser se Prokureurs, Markplein 80, Olifantshoek. (Verw. S734/RLO/gb.)

Saak 48518/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **ABSA Bank Bepersk**, handeldrywende as Trust Bank, Eiser, en **Benedict Wilfred Slinger** (Z12265),
Verweerder

In die gemelde saak sal 'n veiling gehou word op Vrydag, 15 Desember 1995 om 10:00, voor die Landdroshof, Kerkstraat, Graaff-Reinet:

Erf 3150, Graaff-Reinet, in die munisipaliteit Graaff-Reinet, afdeling Kaap, Groot: 446 vierkante meter, *gehou*: Deur die Verweerder kragtens Transportakte T75431/88.

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 titelakte.

2. Een-tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 20,25% (twintig komma twee vyf persent) per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 20,25% (twintig komma twee vyf per centum) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

'n Woonhuis bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer asook 'n dubbel motorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Graaff-Reinet en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 10de dag van November 1995.

T. R. de Wet, vir Marais Müller, Prokureur vir Vonnisskuldeiser, 19de Verdieping, Cartwright's Corner-gebou, Adderleystraat, Kaapstad.

Case 11457/95
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 **Charmaine Howes**, 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 6 Gazelle Court, Madeira Street, Rugby, on Tuesday, 19 December 1995 at 09:30, 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:

(i) (a) Section 6 as shown and more fully described on Sectional Plan SS143/83, in the scheme known as Gazelle Court in respect of the land and building or buildings situated at Rugby in the Municipality of Milnerton of which the floor area, according to the said sectional plan, is 55 (fifty-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;

(ii) (a) Section 13 as shown and more fully described on Sectional Plan SS143/83, in the scheme known as Gazelle Court in respect of the land and building or buildings situated at Rugby in the Municipality of Milnerton of which the floor area, according to the said sectional plan, is 25 (twenty-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, and situated at 6 Gazelle Court, Madeira Street, Rugby.

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

A 55 square metre apartment consisting of an entrance hall, kitchen, bedroom, bathroom with water closet and a 25 square metre garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Montague Gardens this 13th day of November 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S2244/5339.)

Case 706/94

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

In the matter between **K. S. M. Milling**, Plaintiff, and **B. T. Matoti**, trading as Zamani Mangwevu Store, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 12 June 1995 the following property will be sold on 11 December 1995 at 10:00, at the Magistrate's Court, Queenstown, to the highest bidder:

1. Portion 4 (a portion of Portion 2) of the Farm Aloe Grove 153, in the Division of Queenstown, measuring 85,5129 (eight five comma five one two nine) hectares.

2. Portion 2 of the Farm Rockwood 151, in the Division of Queenstown, measuring 9 506 (nine thousand five hundred and six) square metres, held under Deed of Transfer T36250/91 (known as Waterford Farm).

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules and also subject to the provisions of the Title Deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

Four bedroomed house, milkstable, garage and servants' quarters.

Dated at Queenstown on this 15th day of November 1995.

De Waal & Baxter, Plaintiff's Attorneys, 29 Ebdon Street, P.O. Box 1022, Queenstown. (Ref. Mrs M. Baxter.)

Saak 706/94

IN DIE LANDDROSHOF VIR DIE DISTRIK QUEENSTOWN GEHOU TE QUEENSTOWN

In die saak tussen **K S M Milling**, Eiser, en **B. T. Matoti**, trading as Zamani Mangwevu Store, Verweerder

Ter uitvoering van 'n vonnis van hierdie Agbare Hof en 'n lasbrief vir eksekusie gedateer 12 Junie 1995 sal die volgende eiendom op 11 Desember 1995 om 10:00, in die Landdroskantoor, Queenstown, aan die hoogste bieder in eksekusie verkoop word:

1. Gedeelte 4 (gedeelte van Gedeelte 2) van die plaas Aloe Grove 153, in die afdeling Queenstown, groot 85,5129 (agt vyf komma vyf een twee nege) hektaar.

2. Gedeelte 2 van die plaas Rockwood 151, in die afdeling Queenstown, groot 9 506 (negeduisend vyfhonderd-en-ses) vierkante meter, gehou kragtens Titellakte T36250/91 (bekend as Waterfordplaas).

Verkoopvoorwaardes:

1. Die koper sal 10% (tien persent) van die koopprijs op die dag van verkoping betaal en die balans, tesame met rente verseker deur 'n bevredigende bank- of bouverenigingwaarborg gelewer aan Eiser se prokureurs binne 14 (veertien) dae na datum van die veiling.

2. Die eiendom word voetstoots verkoop onderhewig aan die bepalings van die Landdroshofwet en reëls en ook onderhewig aan die bepalings van die titellakte.

3. Die volledige verkoopvoorwaardes sal vir inspeksie ter insae lê by die kantore van Eiser se prokureurs, welke voorwaardes onmiddellik voor die veiling deur die afslaer voorgelees sal word.

4. Die volgende inligting word verstrek, maar nie gewaarborg nie: Vier slaapkamerhuis, melkstal, motorhuis en bediende kamers.

Gedateer te Queenstown 15 November 1995.

De Waal & Baxter, Eiser se Prokureurs, Ebdonstraat 29, Posbus 1022, Queenstown. (Verw. M. Baxter.)

Case 2749/94

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Johan Frederick Coetzee**, First Defendant, and **Mathilda Coetzee**, Second Defendant

In pursuance of a judgment dated 13 April 1995 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 8 December 1995 at 15:00:

Erf 12, Greenbushes, situated at 12 Kuyga Road, Waterkloof, Port Elizabeth.

The property consists of a brick dwelling and outbuildings, no guarantees given in this regard.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A A Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R100 plus Value-Added Tax] are also payable on date of sale.

Dated at Port Elizabeth on this 30th day of October 1995.

Cornish & Bowes, Plaintiff's Attorneys, 96 Second Avenue, Newton Park, Port Elizabeth. (Ref. Mrs Nell.)

Case 1065/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Fareed Safaar**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and a warrant of execution dated 2 June 1993, the property listed hereunder and commonly known as 2 Condor, Rocklands, Mitchells Plain, will be sold in execution in front of the Magisexecution in front of the Magistrate's Court, Mitchells Plain, on Monday, 18 December 1995 at 09:00, to the highest bidder:

Erf 14002, Mitchells Plain, situated in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent 239 (two hundred and thirty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Semi-detached, lounge, tiled roof, two bedrooms, bathroom/toilet and brick building.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain, 2 Mulberry Way, Strandfontein.

Dated at Cape Town on this the 3rd day of November 1995.

Syret Godlonton-Fuller Moore Inc., Plaintiff's Attorneys, 10th Floor, NBS Waldorf, 80 St George's Mall, P.O. Box 695, Cape Town. (Tel. 24-7030.) (Fax. 24-5801.) (Ref. COLL/GH/74777.)

Case 334/90

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Transkei Development Corporation**, Plaintiff, and **Sweetness Nonkosi Mzamane**, Defendant

The property known as:

Certain piece of land situated in the Municipality and District of Umtata, being Erf 3885, Umtata, in Umtata Township Extension 20, measuring 375 (three hundred seventy-five) square metres.

Shall be sold to the highest bidder by the Deputy Sheriff of Umtata, on 15 December 1995 at 10:00, before the Deputy Sheriff's Office, Umtata.

Special conditions of sale may be inspected at the offices of the Deputy Sheriff, Umtata.

Dated at Umtata on this 8th day of November 1995.

Canca & Co., Plaintiff's Attorneys, 4 Imizi Court, 12 Craister Street, Umtata.

Case 382/92

IN THE SUPREME COURT OF TRANSKEI

In the matter between **First National Bank**, Plaintiff, and **Bernard Macala**, trading as Eyethu Cafe, Defendant

In pursuance of a warrant of execution issued by the above Honourable Court, I will offer for sale on Friday, 19 January 1996 at 11:00, the following:

Certain piece of land known as Site 758, Maluti, situated in the Township of Maluti, District of Matatiele, measuring 595 (five nine five) square metres.

Conditions of sale may be inspected at the office of the Deputy Sheriff, Maluti.

Dated at Umtata on this 7th day of November 1995.

John C. Blakeway & Leppan Inc., 28 Madeira Street, Umtata. (Ref. Mr Robert Beer/rl/F.283.)

Case 23935/94

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

In the matter between **Votlex (Pty) Ltd**, trading as Keens Cape Town, Plaintiff, and **Mr Nathan Traut**, trading as Future Connect, First Defendant, and **Mrs Mandy Vanessa Traut**, trading as Future Connect, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville and writ of execution dated 30 January 1995, the following property, Erf 4446, Montague Gardens, will be sold in execution at 84 Summer Greens Drive, Summer Greens, on 14 December 1995 at 10:30, to the highest bidder:

Erf 4446, Montague Gardens, held by Deed of Transfer T90280/94, in extent 387 (three hundred and eighty-seven) square metres, also known as 84 Summer Greens Drive, Summer Greens.

1. The following improvements on the property are reported but nothing is guaranteed: Dwelling: Double garage, lounge/dining-room, kitchen, four bedrooms, en-suite and bathroom.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,5% (fifteen comma five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by an 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.

Datnow's, Attorneys for the Judgment Creditor, 4 Prestwich Street, Cape Town. (Tel. 419-7841.) (Ref. SA/RGS-3122.)

Saak 1742/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Jacobus Williams**, Eerste Vonnisskuldenaar, en **Shirley Cynthia Denise Williams**, 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, 12 Desember 1995 om 10:00, te Pentzstraat 3, Wellington, naamlik:

Erf 2733, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 551 (vyfhonderd een-en-vyftig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T10028/95 en geleë te Pentzstraat 3, Wellington.

Die volgende verbeteringe word aangegee maar nie gewaarborg nie: Woning bestaande uit sitkamer, eetkamer, vier slaapkamers, kombuis en badkamer, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, 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.

2.1 Enige geskil met betrekking tot hierdie verkoping wat mag ontstaan, sal deur die afslaer in sy absolute diskresie besleg word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende Belasting op Toegevoegde Waarde.

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.

Gedateer te Paarl op hierdie 24ste dag van November 1995.

Gaum-Le Roux, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 20072/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Sten Products (Pty) Limited**, Plaintiff, and **Leonard George Tamblyn**, Defendant

In pursuance of a judgment of the above Court dated 27 July 1995, and an attachment in execution, the following property will be sold in front of the front entrance, New Law Courts, North End, Port Elizabeth, by public auction on Friday, 15 December 1995 at 14:15:

Erf 552, Mount Road, situated at 34 Mount Road, Port Elizabeth, consisting of a three bedroomed brick dwelling-house, with entrance hall, lounge, separate dining-room, kitchen, bathroom and separate w.c., double garage and outbuildings.

The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff of the Court, Port Elizabeth South.

Terms: 10% (ten per cent) in cash on the date of sale and the balance against transfer.

Dated at Port Elizabeth on this 8th day of November 1995.

Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth. (Ref. Mr Schoeman/JG.)

Case 16003/95

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

In the matter between **Boland Bank Limited**, Plaintiff, and **Z S Aviation (Proprietary) Limited**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve, will be held by the Sheriff of the Supreme Court for Riversdale at the offices of the Magistrate of Riversdale of 13 Mitchell Street, Riversdale, on 14 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 at Soetmelksfontein, Riversdale, prior to the sale:

Certain Portion 6 of the farm Annex Klein River 119, situated in the District of Riversdale, measuring 539,3034 hectares.

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

Farm property with no improvements.

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

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

Dated at Johannesburg on this the 15th day of November 1995.

Jürgen Theiss, for Smit & Partners, Plaintiff's Attorneys, Fifth Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 208, Johannesburg, 2000. (Tel. 337-6120.)

Case 411/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Eastern Cape Division)

In the matter between **BK Savings Bank**, Plaintiff (Execution Creditor), and **Annemarie Kacnis**, Defendant (Execution Debtor)

Take notice that in pursuance of a judgment of the above Honourable Court dated 30 April 1992, the undermentioned immovable properties will be sold by public auction by the Sheriff of the Supreme Court, Stutterheim, on Tuesday, 12 December 1995 at 10:00, at the public entrance to the office of the Magistrate's Court, corner of Murray and Dragoon Streets, Stutterheim:

The properties to be sold as aforesaid consist of two erven (as more fully referred to hereunder). Erf 373, Stutterheim is 4 047 square metres in extent whilst remaining extent of Erf 325, Stutterheim is 3 649 square metres in extent. Both erven are zoned Residential. The following information is supplied by the Execution Creditor (Plaintiff) in good faith, but no guarantees or warranties are given. Remaining Extent of Erf 325, Stutterheim is a vacant and unimproved plot of land. Erf 373, Stutterheim has erected thereon a three bedroomed house with dining-room, living-room, kitchen, bathroom and pantry and is constructed of brick under iron. The properties are situated at Lower Kologha, Stutterheim and are held by Defendant (Execution Debtor) by Deed of Transfer T742/1987 subject to the conditions referred to therein. The conditions of sale are available for inspection at the offices of the undersigned, at the offices of Barnes & Ross Attorneys of King William's Town and at the Sheriff of the Supreme Court (all at the addresses set out hereunder) during normal office hours.

Dated at Grahamstown this 15th day of November 1995.

Netteltons, Attorneys for Execution Creditor (Plaintiff), 118A High Street, Grahamstown. [Tel. (0461) 2-7149.] (Ref. Mr Nettelton.) Instructed by: Barnes & Ross, Attorneys for Execution Creditor (Plaintiff), 126 Alexandra Road, King William's Town. [Tel. (0433) 2-1470.] (Ref. Dormehl.)

Saak 820/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GRABOUW GEHOU TE GRABOUW

In die saak tussen **Die Melsetter Trust**, Eiser, en **Ashley Thabane**, Verweerder

Ingevolge 'n vonnis gegee deur die Landdroshof, Wellington, op 19 Mei 1995 en 'n lasbrief vir uitvoering uitgereik op 19 Mei 1994 sal die eiendom bekend as:

Erf 8757, Wellington, in die munisipaliteit Wellington, afdeling Wellington, groot 438 (vierhonderd agt-en-dertig) vierkante meter, gehou kragtens Transportakte T51967/1993 en ook beter bekend as Mauricestraat 1, Wellington, verbeter met 'n woonhuis.

In eksekusie verkoop word op 11 Desember 1995 om 10:00, te bogenoemde adres op die terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Wellington, en by die kantore van die ondergetekende nagegaan mag word. Die wesentlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprijs onmiddellik na die verkoping betaal en sal 'n bank- of bougenootskap-waarborg wat deur die Eiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprijs en rente daarop binne 14 dae na die datum van verkoping.

2. Benewens die koopprijs sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente aan die Eiser op die kapitale bedrag bereken teen 22% (twee-en-twintig persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie.

Gedateer te Grabouw op hierdie 6de dag van November 1995.

B. D. le Roux, vir Claughton Le Roux & Wehmeyer, Hoofstraat, Grabouw.

Case 30915/95

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**, Plaintiff, and **Vusumzi M. Nkwenkwana**, Defendant

In pursuance of a judgment dated 14 September 1995 and an attachment on 8 November 1995, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 8 December 1995 at 14:15:

Erf 1016, now 7008 Motherwell NU5, Phase 1, in extent 363 (three hundred and sixty-three) square metres, situated at 63 Gugura Street, Motherwell.

While nothing is guaranteed, it is understood that on the property is a detached brick under tile dwelling consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges 5% (five per centum) on first R20 000 and 3% (three per centum) on the balance are also payable on date of sale.

Dated at Port Elizabeth on this the 13th day of November 1995.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 24365/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH, HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **W.M. Gqwakaza**, Defendant

In pursuance of a judgment dated 23 August 1995 and an attachment on 13 November 1995, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 8 December 1995 at 14:15:

Section 10, as shown and more fully described on Section SS344/1984, in the scheme known as Primmay in respect of the land and building or buildings situated at North End, in the Municipality of Port Elizabeth, in extent 71 square metres, situated at 8 Primmay Flats, Leyland Street, North End, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of three bedrooms, bathroom, lounge, kitchen and garage.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court South, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges 5% (five per centum) on first R20 000 and 3% (three per centum) on the balance are also payable on date of sale.

Dated at Port Elizabeth on this the 13th day of November 1995.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Saak 38830/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Melchior Albrecht Topkin**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 7 Maart 1995 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 15 Desember 1995 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 2619, Fairview in die munisipaliteit en afdeling Port Elizabeth, groot 256 vierkante meter, gehou kragtens Transportakte T94917/93, ook bekend as Totiusweg 66, Overbaakens, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit twee slaapkamers, badkamer en kombuis/sitkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goed-gekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734.)

Datum: 13 November 1995.

Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z24707.)

NATAL

Case 42455/95

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, t.a. United Bank, Plaintiff, and **Munisamy Munisamy**, Defendant

In pursuance of judgment granted on 1 August 1995, in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 December 1995 at 10:00, in front of the Magistrate's Court, North Facing Entrance, Durban:

Description: Lot 1097, Isipingo (Extension 6), situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 930 (nine hundred and thirty) square metres.

Street address: 8 Saunders Avenue, Isipingo.

Improvements: Brick under tile dwelling comprising of entrance hall, three bedrooms, kitchen, bathroom/toilet, lounge and dining-room. Attached a flat comprising of kitchen, three bedrooms and shower/toilet.

Outbuildings: Double garage and toilet.

(The nature, extent, conditions and existence of the improvements are not guaranteed and are sold voetstoots.)

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall, in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guaranteed in a form acceptable to the 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 the interest at the rate payable to the Plaintiff at the time of the sale and the amount of the Plaintiff's claim from date of sale [and in the event of there being any other preferant creditor (bondholder), then the interest payable upon such preferant creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban South, 101 Lejation, 40 St George's Street, Durban.

Dated at Durban this 2nd day of November 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01090/JR/cc.)

Case 43872/95

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, t.a. Allied Bank, Plaintiff, and **Sushella Devi Naidoo**, Defendant

In pursuance of judgment granted on 12 September 1995, in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 12 December 1995 at 14:00, the front steps of the Magistrate's Court, Somtseu Road, Durban:

Description: The remainder of Lot 188 Duiker Fontein, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal. Formerly described as the Remainder of Lot 98 of A of C of the farm Duiker Fontein 785, in extent 2 016 (two thousand and sixteen) square metres.

Street address: 85 West View Road, Greenwood Park.

Improvements: Brick under tile dwelling comprising of lock-up garage, room, toilet, five bedrooms, toilet, bathroom and washbasin and kitchen.

Downstairs: Kitchen and sink, toilet, washbasin, shower, four bedrooms, room, kitchen, two toilets and shower.

(The nature, extent, conditions and existence of the improvements are not guaranteed and are sold voetstoots.)

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall, in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guaranteed in a form acceptable to the 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 the interest at the rate payable to the Plaintiff at the time of the sale and the amount of the Plaintiff's claim from date of sale [and in the event of there being any other preferant creditor (bondholder), then the interest payable upon such preferant creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, 5 Milne Street, Durban.

Dated at Durban this 1st day of November 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01165/JR/cc.)

Case 6404/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, No. 86/04794/06, t.a. United Bank, Plaintiff, and **Gideon Sivalingum Pillay**, First Defendant, and **Molly Pillay**, Second Defendant

In pursuance of judgment granted on 26 July 1995, in the Court of the Magistrate, Verulam, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 December 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 4456, Verulam (Extension 17), 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 702 (seven hundred and two) square metres.

Street address: 114 Oaklands Drive, Verulam.

Improvements: Brick under tile dwelling comprising three bedrooms, kitchen, lounge and dining-room (open-plan), toilet and bathroom and toilet.

(The nature, extent, conditions and existence of the improvements are not guaranteed and are sold voetstoots.)

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall, in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guaranteed in a form acceptable to the 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 the interest at the rate payable to the Plaintiff at the time of the sale and the amount of the Plaintiff's claim from date of sale [and in the event of there being any other preferant creditor (bondholder), then the interest payable upon such preferant 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 Area 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 31st day of October 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01078/JR/cc.)

Case 527/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sewchurn Sukkhu Nirghen** and **Kowsilla Nirghen**, Defendants

In pursuance of judgments granted in the above Honourable Court dated 9 March 1995 and a warrant of execution, the undermentioned properties will be sold in execution on 16 January 1995 at 10:00, in front of the Magistrate's Court, Colenso:

Lot 3432, Ladysmith Extension, situated in the Borough of Ladysmith Administrative District of Natal, in extent six hundred and forty-one (641) square metres, held by Deed of Transfer T21922/1994.

The following further details of the properties and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate: 110 Khandahar Avenue, Ladysmith.

One dwelling-house comprising of bedrooms, lounge, dining-room, kitchen and ablution facilities (any prospective purchasers are advised to inspect the properties themselves).

Material conditions:

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.
2. The purchaser shall pay 10% (ten per cent) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.
3. The properties is deemed to be sold voetstoots.
4. The full conditions may be inspected at the office of the Sheriff, Ladysmith.

Dated at Ladysmith on this the 6th day of November 1995.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 03F019059/WAC/In.)

Case 223/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, trading as Trust Bank and Volkskas Bank, Plaintiff, and **Camin Shoes CC**, First Defendant, **N. Carim**, Second Defendant and **Ferrerar Investment (Pty) Ltd**, Third Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated 26 September 1994, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the Supreme Court, Durban North, on Friday, 15 December 1995 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban:

Property description: Subdivision 71 (of 50) of Brickfield 912, situated in the City in the City of Durban, Administrative District of Natal, in extent nine hundred and sixty-three (963) square metres.

Improvements: Single storey brick under tile roof: Lounge with fire place, dining-room, kitchen (tiled), entrance hall with tile floor, two bedrooms with carpet floor, bedroom with main en suite (washbasin/shower/toilet/walk-in cupboard), bathroom (tiled) and porch.

Outbuildings (brick under tile roof): Double garage, room (attached to garage), toilet and carport.

Nothing in this regard is guaranteed.

Physical address: 43 Loon Road, Sherwood, Durban.

Town-planning zoning: Residential.

Material conditions and terms:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's attorneys.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacon in respect of the property.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban North, 15 Milne Street, Durban.

Dated at Durban the 7th day of November 1995.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/BS/A94:5)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mahomed Sadack Aniff**, Defendant

In pursuance of a judgment in the above action the property listed hereunder will be sold in execution on Friday, 8 December 1995 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam:

Lot 1461, Woodview, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 182 square metres.

Postal address: 19 Peachwood Close, Woodview, Phoenix.

Improvements: Block under tile double-storey flat comprising of downstairs: Lounge, bedroom and kitchen (built-in cupboards), upstairs: Two bedrooms, toilet and bathroom, water and lights facilities.

Vacant possession is not guaranteed, nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 7th day of November 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban.

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 **Faku Lincoln Ngidi**, 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 at 10:00, on Friday, 15 December 1995:

Description:

Section 1 as shown and more fully described on Sectional Plan SS79/93 in the scheme known as Ashwood in respect of the land and building or buildings situated at Morningside, in the City of Durban, of which section the floor area, according to the said Sectional Plan is 178 (one hundred and seventy-eight) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said Section in accordance with the participation quota as endorsed on the said Sectional Plan, held under Deed of Transfer ST17505/93; and

an exclusive use area described as Garden Area G1 measuring 303 (three hundred and three) square metres, being part of the common property, comprising the land and building or buildings known as Ashwood, situated at Morningside, Durban Local Authority as shown and more fully described on Sectional Plan SS79/93, held under Notarial Deed of Cession SK3339/93.

Physical address: Section 1, Ashwood, 83 Valley View Road, Puntans Hill, Durban.

Zoning: Special Residential.

The property consists of the following: Single-storey unit consisting of: Entrance hall, lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, shower, patio, sundeck and garage.

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, 15 Milne Street, Durban, Natal.

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

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/notice.ngi.)

Case 1311/91

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

In the matter between **Joseph Botha Radebe**, Plaintiff, and **Abner Butana Nxumalo**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Umlazi, held at Umlazi, in the above-mentioned case, and by virtue of a writ of execution issued thereon, the immovable property listed hereunder will be sold by public auction to the highest bidder at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, on Friday, 8 December 1995 at 10:00:

Description: F1779 Ntuzuma Township, District of Ntuzuma, measuring four hundred and ten (410) square metres.

Improvements: Brick and tile, four bedrooms, kitchen, lounge, dining-room, bathroom and toilet, store room, water and light facilities.

Mlaba Makhaye Inc, Plaintiff's Attorneys, 506-7 G.D. Centre, 10 Albert Street, Durban, 4001.

Case 56650/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Smithfield Properties (Pty) Ltd**, First Execution Debtor, **Ganenan Munamy**, Second Execution Debtor, **Mrs Cella Sela Gananan Govender**, Third Execution Debtor, **Fred Govender**, Fourth Execution Debtor, **Goudn Govender**, Fifth Execution Debtor, **Sivaperumal Govender**, Sixth Execution Debtor, **Mrs Ratha Govender**, Seventh Execution Debtor, and **Krishna Govender**, Eighth Execution Debtor

In pursuance of judgment granted on 26 October 1994, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 12 December 1995 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being:

Lot 5, Kenville Township, situated in the City of Durban, County of Victoria, Province of Natal, in extent seven hundred and twenty-four (724) square metres, now known as Lot 5, Kenville, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent seven hundred and twenty-four (724) square metres.

Postal address: 26 Smithfield Road, Kenville, Durban North.

Improvements: Brick under tile dwelling consisting of entrance hall, lounge, TV lounge, dining-room, kitchen, scullery, pantry, six bedrooms, two bath/shower/toilet, two toilets, balcony, verandah, three basement carports.

Town-planning: Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects:

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, or at our offices.

Dated at Durban this 1st day of November 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/U016/038029/Mrs Chelin.)

Case 2934/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Plaintiff, and **Zain Lionel Aberdeen**, First Defendant, and **Mrs Sarah Bee Aberdeen**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 22 June 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 8 December 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, namely:

Lot 37, Mountain Ridge, situated in the Borough of New Germany, and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2830 (two thousand eight hundred and thirty) square metres, which property is physically situated at 30 Mountain Ridge Road, New Germany, 3610, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T6866/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms and two bathrooms/toilets, outbuildings consisting of double garage, staff room, storeroom, toilet/shower 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 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 27th day of July 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/016668/045/Mrs Chetty.)

Case 1940/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Brian Gcina Mkhize**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday 28 August 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Dundee, on the steps of the Magistrate's Court, Gladstone Street, Dundee, KwaZulu/Natal, on Friday, 8 December 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 58 Gladstone Street, Dundee, KwaZulu/Natal, namely:

Lot 90, Dundee Extension 3, situated in the Borough of Dundee, and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent two thousand and twenty-three (2 023) square metres, which property is physically situated at 14 Melville Road, Dundee, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T29396/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling-house, brick under tile, consisting of a lounge, three bedrooms, kitchen and bathroom. There is an outbuilding consisting of a single garage and sleeping quarters with bathroom.

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 26th day of October 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 7298/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Jabulani Vitus Mgwaba**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 23 April 1992, the following immovable property will be sold in execution on 8 December 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1506, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent eight hundred and ten (810) square metres, represented and described on Deed of Grant 11459, situated at 1506 Unit S, Edendale East, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 26th day of October 1995.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 13795/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Mphalala Samuel Mseleku**, First Judgment Debtor, and **Joyce Nonhlanhla Mseleku**, Second Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 26 June 1995, the immovable property listed hereunder will be sold in execution on Friday, 8 December 1995 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 4 of Lot 1558, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 947 (nine hundred and forty-seven) square metres, situated at 74 Osborne Road, Bisley Valley, Pietermaritzburg, held by Judgment Debtors under Deed of Transfer T31850/94.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A single storey dwelling constructed of brick with fitted carpets and ceramic tile floors, comprising lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, shower, three w.c.'s, family room, verandah and garage.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 8th day of November 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. Mr Burnett/06:N.2385/93.)

Case 24434/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Gonasagaran Naidoo**, First Judgment Debtor, and **Rogany Soobramoney Naidoo**, Second Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 27 October 1995, the immovable property listed hereunder will be sold in execution, on Friday, 8 December 1995 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 8 of Lot 344, Hilton, situated in the Hilton Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 002 (two thousand and two) square metres, situated at 6 Hilton Avenue, Hilton, held by Judgment Debtors under Deed of Transfer T20122/94.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A single storey dwelling constructed of brick under tile roof, comprising of lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms, shower and three toilets, and outbuildings comprising two garages, laundry and servant's quarters.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 31st day of October 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 4074/95

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 **Andrew Guy Robert Wilkins**, 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, 15 December 1995 at 10:00:

Description: Section 337 as shown and more fully described on Sectional Plan SS152/92 in the scheme known as Kensington, in respect of the land and building or buildings situated at Durban, in the area of the Durban Local Authority of which section the floor area, according to the said sectional plan is 71 (seventy-one) square metres in extent; and

an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST4176/93; and

an exclusive use area described as Parking Bay B49, measuring 12 (twelve) square metres, comprising the common property in the scheme known as Kensington, situated at Durban, in the City of Durban, as shown and more fully described on Sectional Plan SS152/92 held under Notarial Cession of Exclusive Use Rights SK 874/93.

Physical address: 1803 Kensington, 311 North Ridge Road, Morningside, Durban.

Zoning: Special Residential.

The property consists of the following:

A flat consisting of entrance hall, lounge, dining-room, bedroom, bathroom/toilet, kitchen, open balcony, enclosed verandah and under cover parking.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, Natal.

Dated at Durban this 26th day of October 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. J. C. Jones/notice.wil.)

Case 49499/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Graham Bruce Mason Jones**, Defendant

In pursuance of a judgment granted on 24 August 1995, in the Court of the Magistrate, Durban, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by public auction to the highest bidder for cash by the Sheriff of the Magistrate's Court, Durban South, in front of the Magistrate's Court, north facing entrance, Durban, on 14 December 1995 at 10:00, or so soon thereafter as possible:

Situation: Flat 21, Sandalwood, 49 Montclair Road, Durban.

Description: (a) Section 44, as shown and more fully described on Sectional Plan SS156/81, in the scheme known as Sandalwood in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area, according to the said sectional plan, is 52 (fifty-two) square metres in extent; and

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

Improvements: A single storey attached flat consisting of lounge, dining-room, enclosed balcony, bedroom and full bathroom (en suite) and kitchen.

Material conditions:

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the commission plus VAT due to the Sheriff on the day of sale and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff for the Magistrate's Court within 21 (twenty-one) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 18,25% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
5. The property is to be sold as it stands, that is voetstoots and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton, 40 St. Georges Street, Durban.

Dated at Durban this 1st day of November 1995.

Mooney Ford & Partners, Seventh Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/MN/N2205.)

Case 1735/90

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

In the matter between **The Standard Bank of SA Limited**, Judgment Creditor, and **Jay Moodley**, Judgment Debtor

In pursuance of judgment granted on 1 March 1990, 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 15 December 1995 at 11:00, at Sheriff's saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Subdivision 784 (of 781) of Lot 5, No. 1519, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 326 (three hundred and twenty-six) square metres. *Postal address:* 68 Capricorn Crescent, Orient Heights.

Improvements: A dwelling-house, held by the Defendant in his name under Deed of Transfer T18982/91.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Plaintiff's or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 30th day of October 1995.

C. C. Smythe, for Smythe & Co., Plaintiff's Attorneys, First Floor, Naunlu Building, Buchanan Street, Pietermaritzburg, 3200; P.O. Box 104, Pietermaritzburg, 3201. [Tel. (0331) 42-8931.] (Ref. AM/M23.)

Case 4625/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **GBS Mutual Bank**, Plaintiff, and **Thomas Edward Harbron**, First Defendant, and **Norma Jane Mills**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 28 August 1995 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Pinetown, on 1 December 1995 at 10:00, on the steps of the Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve:

Property description: Lot 4214, Pinetown Extension 41, situated in the Borough of Pinetown in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 172 square metres, held under Deed of Transfer T38597/94, subject to the conditions therein contained.

Physical address of property: 22 Locksley Drive, Highlands Hills, Pinetown.

Zoning of property: Special Residential.

Improvements of property (but nothing is guaranteed in respect thereof): Kitchen, lounge, dining-room, four bedrooms, two bathrooms, two toilets, garage and undercover parking bay.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Pinetown, within fourteen (14) days after the date of 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. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s, if any, from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Caversham Road, Pinetown.

Dated at Durban this 31st day of October 1995.

P. G. Rodseth, for Woodhead Bigby & Irving, Attorneys for Plaintiff, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. PGR/pvdm/06D0963A5.)

Case 66098/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Reginald Sylvester Hansraj**, First Defendant, and **Sushila Devi Hansraj**, Second Defendant

In pursuance of a judgment granted in the above action, the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 12 December 1995 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 5 of Lot 4283, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 1 202 square metres.

Postal address: Cuppamma Place, Clare Estate, Durban.

Improvements: Vacant land.

Town-planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank and guarantee within 21 days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban. Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 8855/93

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

In the matter between **Standard Bank of South Africa**, Plaintiff, and **R. F. Humphreys**, Defendant

In pursuance of a judgment in the above action, immovable property listed hereunder will be sold voetstoots in execution on 12 December 1995 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 5 of 1 of 847, situated in the City of Durban, Administrative District of KwaZulu/Natal, and in the Port Natal/Ebhodwe Joint Services Board Area, in extent 348 square metres.

Physical address: 50 Madeline Road, Morningside, Durban.

Improvements: Simplex with brick/asbestos roof consisting of main bedroom (en suite), toilet, bath washbasin, TV rest room, bedroom (en suite), separate shower, separate toilet washbasin, entrance hall, dining-room, lounge, kitchen, guest toilet/washbasin, servant's quarters, swimming-pool, braai-area, lock-up garage.

1. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

2. The full conditions may be inspected at the office of the Sheriff, Durban North, or at Dickinson & Theunissen. Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 16253/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Rudolf Phillipus Botha**, Defendant

In pursuance of a judgment granted on 27 July 1995 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 December 1995 at 10:00, in front of the Magistrate's Court, North Facing Entrance, Somtseu Road, Durban:

Description: A certain piece of land being Remainder of Subdivision 1 of Lot 367, Bluff, situated in the City of Durban, Administrative District of Natal, in extent 821 square metres.

Postal address: 35 Emberton Road, Bluff, Durban.

Improvements: Brick under tile, entrance hall, lounge, dining-room, kitchen, three bedrooms, bath/toilet, shower/toilet, single garage, servants' quarters, toilet/shower and store.

Town-planning zoning: Special Residential: Minimum plot size 900 square metres.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 7th day of November 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL2244.)

Case 2357/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Douglas Gordon Bell N.O.**, Plaintiff, and **Sumy Properties (Proprietary) Limited**, First Defendant, **Radhakrishnan Rajogopal Pillay**, Second Defendant and **Radhadevi Pillay**, Third Defendant

In the execution of a judgment granted in the above matter, the following property will be sold by the Sheriff of the Supreme Court, Pinetown, on 8 December 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on conditions to be read out by the Sheriff, prior to the sale and which conditions may be inspected at the office of the Sheriff at 2 Samkit Centre, 62 Caversham Road, Pinetown:

Lot 408, Reservoir Hills Extension 1, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 140 square metres.

Improvements: Without constituting a warranty of any nature the property has been improved by the erection thereon of the following:

1. Three storey concrete framed commercial building present utilised as three shops, crèche, six apartments and basement parking. The building is designed with plastered and painted brick infill walls, aluminium framed windows and quarry-tiled sills all round, horizontal concrete floor and roof slabs with common areas of quarry tiles. The roof is a concrete slab with bitumen waterproofing overlay and a plastered brick parapet wall all round. Part of the floor area is covered by a reinforced, concrete brick column and beam frames with feature arches.

2. The basement is fitted with a set of toilets, substation and self-containing brick built store-room.

3. The crechè includes toilets with stainless steel sinks and wash troughs, a self-contained kitchen with melamine cupboards, double stainless steel wash trough/sink, three sinks, locker room/change room fitted with melamine cupboards, office with inter-leading hatchway to the main crechè area, fitted with quality melamine wall cupboards.

4. Flat One consists of an open plan kitchen, lounge/dining-room, two bedrooms both with en suite bathrooms, both with washhand basins, w.c. and one with shower and one with bath.

5. Flat Two consists of an open plan kitchen, lounge/dining-room, two bedrooms and bathroom with wash-hand basin, w.c. and bath.

6. Flat Three consists of an open plan kitchen, lounge/dining-room, two bedrooms, both with en suite bathrooms, both with wash-hand basin, w.c. and one with shower and one with bath.

7. Flat Four consists of an open plan kitchen, lounge/dining-room, two bedrooms, both with en suite bathrooms, both with wash-hand basin, w.c. and one with shower and one with bath.

8. Flat Five consists of an open plan kitchen, lounge/dining-room, two bedrooms, one bathroom with wash-hand basin, w.c. and bath.

9. Flat Six consists of an open plan kitchen, lounge/dining-room, two bedrooms, both with en suite bathrooms, both with wash-hand basin, w.c. and one with shower and one with bath.

Street address: 7 Sienna Crescent, Reservoir Hills.

Town-planning zoning: Special Shopping.

Terms: 10% (ten per cent) of the purchase price in cash, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Deputy Sheriff within fourteen (14) days after the date of sale.

Dated at Durban this 8th day of November 1995.

Cox Yeats, Plaintiff's Attorneys, 12th Floor, Victoria Maine, 71 Victoria Embankment, Durban; P.O. Box 3032, Durban, 4000. [Tel. (031) 304-2851.] (Ref. C. Brennan/pvz/SUMY.SAL.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Mbili Sishi**, Execution Debtor

In pursuance of a judgment granted on 24 November 1994 in the Magistrate's Court, for the District of Inanda Area 1, held at Verulam and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 8 December 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Ownership Unit 854, in the Township of KwaMashu-K, District County of Victoria, in extent two hundred and seventy-three (273) square metres, represented and described on General Plan P.B. 57/1979 held under Deed of Grant No. 5513/90.

Street address: Unit 854, KwaMashu-K, KwaMashu.

Improvements: A block under asbestos dwelling consisting of lounge, kitchen, two bedrooms, toilet outside with shower, water and lights facilities.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred (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 15,25% (fifteen comma two five per centum) 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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam (Tel. 0322 331037).

Dated at Durban this 29th day of October 1995.

Livingston Leandy Inc., Execution Creditor's Attorney, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited**, No. 51/00009/06, formerly Nedperm Bank Limited, No. 51/00009/06, formerly South African Permanent Building Society, Execution Creditor, and **Balasundram Moodley**, First Execution Debtor, and **Neelavathie Moodley**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Port Shepstone, and the warrant of execution re-issued pursuant thereto on 18 September 1995, the immovable property described as:

Subdivision 95 (of 40) of Lot 34, Marburg Settlement No. 5435, situated in the Port Shepstone Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 910 square metres, held under Deed of Transfer T31896/88, and situated in Highland Avenue, Marburg, will be sold in execution on Friday, 8 December 1995 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff 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.

(ii) The Sheriff shall, if requested by the Plaintiff at any time to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(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 (twenty thousand rand) 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 the valid existing tenancy (if any).
- (f) Neither the Plaintiff nor the Sheriff give any warranties 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 split level dwelling under brick and tile consisting of:

Basement: Flatlet, consisting of two bedrooms, kitchen, toilet and shower, garage and cellar.

Top section: Lounge, kitchen, dining-room, laundry, two bedrooms, study room, main-on-suite shower and toilet and bathroom.

Dated at Port Shepstone on this the 6th day of November 1995.

Barry, Bortha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP065/01NP01565.)

Case 5998/95

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 **Bernard John Pavitt**, 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, 15 December 1995 at 10:00:

Description: Subdivision 41 of Lot 818, Brickfield, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and sixty-eight (768) square metres, held under Deed of Transfer T15839/87.

Physical address: 3 Raftery Crescent, Sherwood, Natal.

Zoning: Special Residential.

The property consists of the following:

Single storey brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and shower.

The outbuildings comprise garage, carport, three servants' rooms, bathroom, laundry and two offices.

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 Sales Room, 15 Milne Street, Durban, Natal.

Dated at Durban this 3rd day of November 1995.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.9070/mvr.)

Case 4873/95

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 **Moses Tembe**, First Defendant, and **Themban Signorine Tembe**, 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, 15 December 1995 at 10:00:

Description: Lot 461, Kenhill, situated in the City of Durban, Administrative District of Natal, in extent 1 789 (one thousand seven hundred and eighty-nine) square metres, held under Deed of Transfer T14278/94.

Physical address: 41 Elderberry Drive, Glenhills, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling, comprising an entrance hall, lounge, dining-room, family room, kitchen, four bedrooms, bathroom, toilet/bathroom, toilet, shower, portico, store-room, balcony and verandah.

The outbuildings comprise two garages and two servant's rooms.

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 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, Office and Salesroom, 15 Milne Street, Durban, Natal.
- Dated at Durban this 3rd day of November 1995.
- Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8641/mvr.)

Case 18762/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **First National Bank of S.A. Limited**, Execution Creditor, and **Theminkosi Raphael Kunene**, First Execution Debtor, and **Thembeni Caroline Kunene**, Second Execution Debtor.

In pursuance of a judgment granted on 25 August 1994, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 15 December 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 13 of Lot 1545, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and fifty (650) square metres.

Postal address: 23 Turnbull Road, Westgate, Pietermaritzburg.

The property consists of land improved by a dwelling-house built of brick under IBR sheeting, comprising three bedrooms, bathroom with toilet, lounge/dining-room and kitchen, together with separate outbuilding, comprising a shed and toilet.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 6th day of November 1995.

G. J. Campbell, for Stowell & Co., 295 Pietermaritz Street, Pietermaritzburg.

Case 9768/94**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 **Rosemary Helen Wiggishoff**, First Defendant, and **Serge Campbell Lauritz Wiggishoff**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 8 December 1995 at 10:00:

Description: Lot 337, Hillcrest, situated in the Township of Hillcrest and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 8 308 square metres [formerly Subdivision 27 (a Subdivision of 7) of the farm Albany 13970, but renamed vide 18666/94 LG], held under Deed of Transfer T24212/1980.

Physical address: 21 Westriding Road, farm Albany, Hillcrest, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under slate roof dwelling, comprising an entrance hall, lounge, dining-room, family room, study, kitchen, laundry, pantry, four bedrooms, two bathrooms/toilets, shower, enclosed verandah and bar.

The outbuildings comprise of two servants' rooms, toilet, bathroom, store-room, workshop and kitchen. There is also 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 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, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 26th day of October 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8094/mvr.)

Case 1895/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mphumeleli Christopher Makhoba**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the main south entrance to the Umlazi Magistrate's Court, Umlazi (near the national flag post), on Friday, 8 December 1995 at 12:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Unit G1638, situated in the Township of Umlazi, District of Umlazi, in extent 519 (five hundred and nineteen) square metres represented and described on General Plan PB147/1990 and held under Deed of Grant G3701/90.

Street address: Unit G1638, Umlazi.

Improvements: A brick plastered dwelling-house under tiled roof with electricity comprising two bedrooms, bathroom, kitchen and dining-room/lounge.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi, at the old Magistrate's Court's Building, Block C, Room 4, Section V1030, Umlazi (Tel. 906-1713).

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

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 2197/95

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

In the matter between **The Standard Bank of S.A. Limited**, Plaintiff, and **S. E. Maphumulo**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Natal Provincial Division) in the above-mentioned case, and by virtue of a writ of execution issued thereon, the immovable property listed hereunder will be sold by public auction to the highest bidder on the front steps of the office of the Sheriff of Camperdown, 5 Bishop Street, Camperdown, on Friday, 1 December 1995 at 11:00:

Sales are for cash only.

Description: Unit H1090, situated in the Mpumalanga Township, District of Pietermaritzburg, measuring 401 (four hundred and one) square metres.

Improvements: Brick and tile, three bedrooms, kitchen, lounge, bathroom and toilet and garage.

Mlaba Makhaye Inc., Plaintiff's Attorneys, 506-7 G.D. Centre, 10 Albert Street, Durban, 4001.

Case 755/95

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor and **Themba Reginald Mthembu**, First Execution Debtor, and **Agness Mantombi Mthembu**, Second Execution Debtor

In pursuance of a judgment granted on 8 May 1995 in the Magistrate's Court for the District of Umlazi, held at Umlazi and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 13 December 1995 at 10:00, at the main south entrance to Umlazi Magistrate's Court, Umlazi (near the national flag post):

Description: Ownership Unit BB807, situated in the Township of Umlazi, District of Umlazi, measuring 336 (three hundred and thirty-six) square metres held under Deed of Grant No. 2955/87.

Street address: Unit BB807, Umlazi.

Improvements: A brick plastered tiled roof dwelling consisting of two bedrooms, bathroom, kitchen and dining-room.

Zoning: Special 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 14 (fourteen) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per cent) per annum, to the bondholder, First National Bank of Southern Africa Limited, on the amount outstanding by the Execution Debtors 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 warrants.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Magistrate's Office, Block C, Room 4, V 1030, Umlazi.

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

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 6002/95

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 **James Geoffrey Moralee**, 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, 15 December 1995 at 10:00:

Description: Section 7 as shown and more fully described on Sectional Plan SS190/1981 in the scheme known as Margolisa, in respect of the land and building or buildings situated at Durban, in the Local Authority Area of Durban, of which section the floor area, according to the said sectional plan is 57 (fifty-seven) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST16436/94.

Physical address: 7 Margolisa, 33 Seventh Avenue, Morningside, Natal.

Zoning: Special Residential.

The property consists of the following:

Flat comprising an entrance hall, dining-room, family room, two bedrooms, bathroom, toilet, kitchen and open balcony.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 30th day of October 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.9074/mvr.)

Case 4417/95

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 **Cornelius Thomas Swartz**, 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, 15 December 1995 at 10:00:

Description: Section 15 as shown and more fully described on Sectional Plan SS239/93 in the scheme known as Cherry Lane, in respect of the land and building or buildings situated at Sherwood Local Authority, Durban, of which section the floor area, according to the said sectional plan is 98 square metres in extent; and

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

an exclusive use area described as Garden G15, measuring 37 square metres, being as such of the common property comprising the land and the scheme known as Cherry Lane, in respect of the land and building or buildings situated at Sherwood Local Authority Durban as shown and more fully described on Sectional Plan SS239/93.

An exclusive use area described as Yard Y 15, measuring 31 square metres being as such part of the common property comprising the land and the scheme known as Cherry Lane, in respect of the land and building or buildings situated at Sherwood Local Authority, Durban, as shown and more fully described on Sectional Plan SS239/93.

Physical address: 15 Cherry Lane, Loon Road, Sherwood, Durban.

Zoning: Special Residential.

The property consists of the following:

Single storey unit consisting of lounge, dining-room, two bedrooms, bathroom, two toilets, kitchen, shower and garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, Natal.

Dated at Durban this 26th day of October 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. J. C. Jones/notice.swa.)

Case 4393/94

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 **Rasigen Naidoo**, First Defendant, and **Vanitha Naidoo**, 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, 15 December 1995 at 10:00:

Description:

1. Subdivision 6 of Lot 1482, Durban, situated in the City of Durban, Administrative District of Natal, in extent 86 (eighty-six) square metres; and

2. Subdivision 6 of Lot 1485, Durban, situated in the City of Durban, Administrative District of Natal, in extent 391 (three hundred and ninety-one) square metres, both held under Deed of Transfer T24930/92.

Physical address: 73 Churchill Road, Stamfordhill, Durban, Natal.

Zoning: Special Residential.

The property consists of the following:

A double storey brick under tile roof consisting of lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms with toilet and shower and two attic rooms.

Outbuildings consist of garage, servant's quarter, toilet with shower and laundry.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban North, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 11th day of October 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. J. C. Jones/cd/notice.r&v.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Number 86/04794/06), Plaintiff, and **Mr Eldred Niemandt**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 5 September 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 8 December 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, namely:

Subdivision 8 of Lot 3658, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 000 (one thousand) square metres, which property is physically situated at 35 Burma Road, Escombe, 4093, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T30121/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban 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. [Tel. (031) 304/7614/5.] (Ref. CMK/A332/037890/Mrs Chelin.)

Case 49962/86

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Execution Creditor, and **Mrs Muniammah**, First Execution Debtor, and **D. Chetty**, Second Execution Debtor

In pursuance of judgment granted on 16 February 1987, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 12 December 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain immovable being Subdivision 22 of Lot 18, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, measuring six hundred and seventy-five (675) square metres.

Postal address: 10 Fraser Place, Duikerfontein, Durban.

Improvements: Detached brick under tile dwelling consisting of lounge, dining-room, kitchen, laundry, four bedrooms, bathroom, toilet, verandha. Outbuildings: Garage, staffroom, toilet and shower.

Town-planning zoning: Special Residential 650.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per 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, 15 Milne Street, Durban, or at our offices.

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/097/001399/Mrs Chelin.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mfanazondlani Aaron Dhlamini**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the main south entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post), on Friday, 8 December 1995 at 12:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Ownership Unit 392, situated in the Township of Umlazi, District of Umlazi, in extent three hundred and thirty-six (336) square metres held under Deed of Grant G1553/39.

Street address: V392 Umlazi Township, Umlazi.

Improvements: A plastered dwelling-house under asbestos roof with outbuildings and electricity comprising two bedrooms, bathroom, kitchen, dining-room and lounge.

Zoning: Special residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi, at the old Magistrate's Court's Building, Block C, Room 4, Section V1030, Umlazi (Tel. 9061713).

Dated at Durban this 18th day of October 1995.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 1386/95

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Thembisile Patricia Majola**, Execution Debtor

In pursuance of a judgment granted on 2 August 1995, in the Magistrate's Court for the District of Umlazi, held at Umlazi, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 13 December 1995 at 10:00, at the main south entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post):

Description: Ownership Unit P1330, in the Township of Umlazi, District of Umlazi, in extent one hundred and eighty (180) square metres represented and described on General Plan PB536/1989 held under Deed of Grant G1599/90.

Street address: Unit P1330, Umlazi.

Improvements: A semi-detached brick plastered tiled roof dwelling-house with municipal water supply and electricity consisting of two bedrooms, bathroom, kitchen, dining-room, bath and shower.

Zoning: Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100,00) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per 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, old Magistrate's Office, Block C, Room 4, V1030, Umlazi.

Dated at Durban this 25th 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 **The Standard Bank of South Africa Limited**, Plaintiff, and **Paul Daniel**, First Defendant, and **Abigail Daniel**, Second Defendant, and **Gladstone Reuben**, Third 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, 15 December 1995 at 10:00:

Description: Remainder of Subdivision 1 of Lot 152 Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 730 square metres, held under Deed of Transfer T15615/87.

Physical address: 33 Tweed Road, Greenwood Park, Natal.

Zoning: Special residential.

The property consists of the following: Single storey with attic type room upstairs, brick and plaster under tile roof dwelling comprising main house, three bedrooms, bedroom with en-suite (bath/basin/toilet), toilet (tiled), bathroom (bath/basin/tiled), lounge (tiled), dining-room (tiled), two air-conditioners, kitchen (with fitted cupboards and tiled). The outbuildings comprise garage, room, bath and toilet. There is also a carport and 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, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 25th day of October 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.5683/mvr.)

Case 1563/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bafanyana Mkhize**, Defendant

In pursuance of a judgment granted on 28 March 1995 in the Supreme Court (Durban and Coast Local Division) and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 15 December 1995 at 11:00, at the Sheriff's Salesroom, 5 Bishop Street, Camperdown:

Description of property: Site C982, Mpumalanga, Administrative District of Mpumalanga in extent four hundred and twenty-three (423) square metres.

Physical address: C982 Mpumalanga.

Improvements: Concrete block under asbestos roof dwelling comprising of two bedrooms, kitchen, lounge cum dining-room, toilet with bathroom, has concrete wall on three sides around building.

Zoning: Residential.

Nothing in the above is guaranteed.

The purchaser shall be required to pay a ten per cent (10%) deposit of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days after date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 5 Bishop Street, Camperdown.

Dated at Durban on this 7th day of November 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 9-12th Floors, First National Bank Building, corner of Field and Smith Streets, Durban. [Ref. Mrs Perumaul/CG/42S556035(35).]

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Plaintiff, and **George James MacDonald**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 23 March 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 8 December 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:

Lot 9113 Durban, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 596 (five hundred and ninety-six) square metres, which property is physically situated at 542 Sydney Road, Durban, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T188/82.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under corrugated asbestos dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bath/toilet and verandah. Outbuildings: Two staffrooms, toilet and shower.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 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 27th 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/U016/008750/Mrs Chelin.)

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 **Devlal Babunandhan Ronnie**, 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 at 10:00, on Friday, 15 December 1995:

Description:

Remainder of Subdivision 53 of Lot 776, Brickfield, situated in the City of Durban, Administrative District of Natal, in extent one thousand and fourteen (1 014) square metres, held under Deed of Transfer T2096/86.

Physical address: 17 Glenardle Avenue, Sydenham, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, family room, study, two kitchens, five bedrooms, bathroom/jacuzzi, bathroom/toilet/shower and toilet. The outbuildings comprise two garages, servant's room, toilet and storeroom. There is also a concrete swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Sales Room, 15 Milne Street, Durban, Natal.

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

Goodricks, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.7040/mvr.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Kwazulu Finance & Investment Corporation Limited**, Plaintiff, and
Muzi Lawrence Tshalata, Defendant

In pursuance of a judgment of the above Honourable Court dated 2 August 1995, a sale in execution will be held on 8 December 1995, at 12:00, at the Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post), to the highest bidder without reserve:

Description:

A certain piece of land, being Ownership Unit L901, in extent 563 square metres, situated in the Township of Umlazi, represented and described on General Plan BA23/1972, held by virtue of Deed of Grant G3415/85, subject to the conditions of title.

Physical address: Ownership Unit L901, Umlazi.

The property has been improved by the erection of a dwelling house thereon, consisting of: A single storey brick/plaster and asbestos dwelling (54m²) comprising kitchen, lounge, two bedrooms, shower, w.c., municipal electricity, water supply and sanitation local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi.

Dated at Durban on this the 14th day of November 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00835/26.)

Case 617/95

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

In the matter between **Kwazulu Finance & Investment Corporation Limited**, Plaintiff, and
Sipho Cyprian Sikosana, Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 13 December 1995, at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post), to the highest bidder without reserve:

Description:

A certain piece of land, being Ownership Unit A616, in extent 313 square metres, situated in the Township of Umlazi, represented and described on General Plan BA8/1963, held by virtue of Deed of Grant 5534/288.

Improvements: A single storey brick and asbestos dwelling (54m²) comprising kitchen, lounge, two bedrooms, w.c., municipal water supply and sanitation local authority.

Nothing is guaranteed in respect of such improvements on the property.

The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban on this the 9th day of November 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00279/26.)

Case 194/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nomthandazo Angel Khumalo**, Defendant

In pursuance of a judgment in the above action, the immovable property listed hereunder will be sold in execution on 13 December 1995 at 10:00, the main south entrance to the Magistrate's Court, Umlazi (near the National Flag Post), to the highest bidder:

Description: A certain piece of land, being Ownership Unit P1180, in extent 515 square metres, situated in the Township of Umlazi, represented and described on General Plan BA10/1967, held by virtue of Deed of Grant 3357/1985.

Improvements: A single storey block/plaster and tile dwelling (112 m²) comprising of kitchen, dining-room, lounge, three bedrooms and bathroom. Municipal electricity, water supply and sanitation, Local Authority. Improvements: Verandah (9 m²), garage (22 m²) and fencing—PC concrete.

Nothing is guaranteed in respect of such improvements on the property.

The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 8th day of November 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22782/26.)

Case 7561/95

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 **Nkulumo Alfred Buthelezi**, First Execution Debtor, and **Mrs Duduzile Nomusa Margaret Buthelezi**, Second Execution Debtor

In pursuance of a judgment granted on 20 April 1995, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 14 December 1995 at 14:00, in front of the Magistrate's Court in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being:

1. (a) Section 2 as shown and more fully described on Sectional Plan SS45/93, in the scheme known as Blinkbonnie Road 55, in respect of the land and building or buildings situated at Durban, City of Durban, on which section the floor area, according to the said sectional plan, is 61 (sixty-one) square metres in extent; and

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

2. An exclusive use area being a Garden Area described as G2 measuring 81 (eighty-one) square metres being as such part of the common property, comprising the land and the scheme known as Blinkbonnie Road 55, in respect of the land and building or buildings situated at Durban, City of Durban, as shown and more fully described on Sectional Plan SS45/93.

Postal address: 55 Blinkbonnie Road, Bonela, Durban, 4001.

Improvements: Block under tile dwelling consisting of lounge/dining-room, bathroom, three bedrooms and kitchen.

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, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 3rd day of November 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Docex 71.) (Ref. CMK/009633/A332/Mrs Chetty.)

Case 26/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **P. J. Kapueja**, Defendant

In pursuance of a judgment granted on 7 February 1995 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 12 December 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit A125, situated in the Township of Vulindlela, District of Ongoye, measuring in extent nine hundred and ten (910) square metres.

1. (b) *Street address:* A125 Vulindlela.

1. (c) *Improvements (not warranted to be correct):* Single storey brick under tile roof dwelling consisting of four bedrooms, two bathrooms, two toilets, lounge, dining-room, TV-room, kitchen and garage.

1. (d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 10th day of November 1995.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9000/95.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **N. M. Shange**, Defendant

In pursuance of a judgment granted on 14 March 1995 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 12 December 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H1373, Township of Esikhawini, District of Ongoye, measuring three hundred and thirty-eight (338) square metres in extent.

1. (b) *Street address*: H1373, Esikhawini.

1. (c) *Improvements (not warranted to be correct)*: Single storey brick under tile roof dwelling consisting of two bedrooms, bathroom, shower, lounge, dining-room and kitchen.

1. (d) *Zoning/special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 10th day of November 1995.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9019/95.)

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

In the matter between **Perm** (a Division of Nedcor Bank Ltd), Plaintiff, and **Siphiwe Victor Nzimande**, Defendant

In pursuance of a judgment granted on 7 February 1995 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 12 December 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit A275, situated in the Township of Vulindlela, District of Ongoye, measuring one thousand (1 000) square metres in extent.

1. (b) *Street address*: A275 Vulindlela.

1. (c) *Improvements (not warranted to be correct)*: Single storey brick under tile roof dwelling consisting of an entrance hall, lounge, dining-room, family room, study, four bedrooms, two full bathrooms, kitchen and laundry, two garages and one servant's quarter.

1. (d) *Zoning/special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 10th day of November 1995.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9010/95.)

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 **Mahendra Kumar Mohanlal Kathard**, First Defendant, and **Sharda Natulall Kathard**, 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, 15 December 1995 at 10:00:

Description: Subdivision 275 of Lot 6, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent five hundred and seventy-five (575) square metres, held under Deed of Transfer T8380/1979.

Physical address: 51 Jain Road, Effingham Heights, Durban, Natal. *Zoning*: Special Residential.

The property consists of the following: Brick under slate roof consisting of lounge, dining-room, kitchen, prayer room, three bedrooms, two bathrooms with toilets and toilet. *Outbuildings* Garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban North, Office and sale room, 15 Milne Street, Durban, Natal.

Dated at Durban this 3rd day of November 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. J. C. Jones/cd/notice.kat.)

Case 10737/95

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

In the matter between **NBS Bank Limited (Reg. No. 87/01384/06)**, Judgment Creditor, and **Specks (Pty) Limited**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 21 September 1995, the immovable property listed hereunder will be sold in execution on Friday, 8 December 1995 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 92 (of 88) of Lot 3098, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 001 (one thousand and one) square metres, situated at 3 Savannah Place, Lester Park, Pietermaritzburg, held by Judgment Debtor under Certificate of Registered Title No. 10056/93.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: Vacant land.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 8th day of November 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N0074/95).

Case 22942/94

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

In the matter between **Boland Bank Limited**, Plaintiff, and **Donnette Edith Davis**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 25 June 1995, the writ of execution the immovable property listed hereunder will be sold in execution on Friday, 8 December 1995 at 11:00, at the Sheriff's saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 3 of Lot 3017, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 950 square metres and situated at 146 Loop Street, Pietermaritzburg.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed insofar as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 18,25% per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. B1050L/gd.)

Case 198/95

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

In the matter between **Perm, a division of Nedcor Bank Limited**, Plaintiff, and **Qedi Enock Mpanza**, Defendant

In pursuance of a judgment granted on 10 April 1995, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 12 December 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H170, situated in the Township of eSikhawini, County of Zululand, Administrative District of Natal, measuring 338 (three hundred and thirty-eight) square metres, in extent.

(b) *Street address:* H170, eSikhawini.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of two bedrooms, kitchen, lounge and full bathroom.

(d) *Zoning/Special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 10th day of November 1995.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9040/95.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **M. Mkhwanazi**, Defendant

In pursuance of a judgment granted on 7 February 1995 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 12 December 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J875, situated in the Township of Esikhawini, County of Zululand, measuring 453 (four hundred and fifty-three) square metres in extent.

(b) *Street address*: J875, Esikhawini.

(c) *Improvements* (not warranted to be correct): Single storey brick under tile roof dwelling consisting of three bedrooms, bathroom, shower, two toilets, lounge, dining-room, kitchen and garage.

(d) *Zoning/Special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 10th day of November 1995.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9001/95.)

Case 52871/95

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 **Hoosen Vahed**, Defendant

In pursuance of a judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 14 December 1995 at 10:00, at the front entrance to the Magistrate's Court, Somtsue Road, Durban:

Description: A unit consisting of:

(a) Section 8, as shown and more fully described on Sectional Plan SS430/93, in the scheme known as Lake View in respect of the land and building situated at Isipingo Beach, Local Authority Area of Isipingo, of which the floor area, according to the said sectional plan is 67 square metres in extent; and

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

Postal address: Flat 7, Lake View, First Avenue, Isipingo Beach.

Improvements: Lounge, kitchen, two bedrooms, bathroom, w.c. and parking.

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% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank and guarantee within 21 days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 40 St George's Street, Durban.

Jackson & Ameen, for Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 41905/95

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

In the matter between **Saambou Bank Limited** (Reg. No. 87/05437/06), Plaintiff, and **Mario Enrico Audagnotti**, First Defendant, and **Elizabeth Catharina Audagnotti**, Second Defendant

On 14 December 1995 at 10:00, the undermentioned property will be sold in execution at the front entrance, Magistrate's Court, Somtsue Road, Durban:

Certain Substructure No. 1777, Extension 7, Kingsburgh, situated in the Southern Transitional Metropolitan Substructure Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 929 (nine hundred and twenty-nine) square metres.

Postal address: 36 Mopani Road, Doonside, Kingsburgh.

Town-planning zoning: Residential.

Special privileges: None.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, dining-room, kitchen, bathroom, laundry (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

1. The sale shall be subject to the sale and conditions of the Magistrates' Courts Act and rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the Bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of the sale may be inspected at the offices of the Sheriff for the Magistrate's Court at 40 St George's Street, Durban.

Dated at Durban on this 2nd day of November 1995.

J. Krog, Plaintiff's Attorney, Du Toit Havemann & Krog, Stafmayer House, Beach Grove, Durban. [Tel. (031) 301-2755.] (Ref. 07S630400.)

Case 70/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and
T. R. Makathini (Keswa), Defendant

In pursuance of a judgment granted in the above Honourable Court on 11 November 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 December 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit D1198, Ezakheni, in extent 300 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G00063/78.

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 and dining-room combined, bathroom, toilet and washbasin, 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 12 December 1995 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff 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 the 10th day of November 1995.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mrs Swanepoel/CKF458.)

Case 398/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Trust Bank**, Judgment Creditor, and
Sifiso Obed Mdletshe, Judgment Debtor

In pursuance of a judgment granted on 18 March 1993, in the Empangeni Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 12 December 1995 at 9:00, in front of the Magistrate's Court Building, Mtunzini, to the highest bidder:

Description: Ownership Unit J1052, situated in the Township of Esikhawini, District of Ongoye, in extent three hundred and thirty-eight (338) square metres.

Improvements: J1052 Esikhawini, held by the Defendant in his name under Deed of Transfer G009308/88.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 8 Hulley Road Mtunzini.

Dated at Empangeni this 1st day of November 1995.

P. M. Walsh, for Walsh Isabelle & Faure, Plaintiff's Attorneys, ABC Building, 58 Old Main Road, P.O. Box 80, Empangeni. [Tel. (0351) 924270.]

Case 692/93

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

In the matter between **Bankorp Limited** (A Division of ABSA Bank Ltd), Judgment Creditor, and
Philangenkosi Petros Zulu, Judgment Debtor

In pursuance of a judgment granted on 19 August 1993, in the Mtunzini Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 12 December 1995 at 9:00, at the Magistrate's Court Building, Mtunzini, to the highest bidder:

Description: Ownership Unit J94 Township of Esikhawini, District of Ongoye in extent three hundred and thirty-eight (338) square metres.

Improvements: J94 Esikhawini Township, held by the Defendant in his name under Deed of Grant G4570/89.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 8 Hulley Road Mtunzini.

Dated at Empangeni this 2nd day of November 1995.

P. M. Walsh, for Walsh Isabelle & Faure, Plaintiff's Attorneys, ABC Building, 58 Old Main Road, P.O. Box 80, Empangeni.
 [Tel. (0351) 924270.]

Case 11/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and
T. G. Mtshali, Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 March 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 December 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit B2007, Ezakheni, in extent 682.5 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G00767/168.

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, w.c., no outbuildings, extent 682.5.

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 12 December 1995 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff 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 the 10th day of November 1995.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mrs Swanepoel/CKF407.)

Case 50/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and
M. T. Nkabinde, Defendant

In pursuance of a judgment granted in the above Honourable Court on 1 September 1995 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 December 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit B2458, Ezakheni, in extent 382 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G03691/88.

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 382.

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 12 December 1995 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff 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 the 10th day of November 1995.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mrs Swanepoel/CKF659.)

Case 61/92

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
D. A. Sishange, Defendant

In pursuance of a judgment granted in the above Honourable Court on 3 June 1992 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 December 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2920, Ezakheni, in extent 438 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G00080/91.

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 outbuildings, w.c. and shower, extent 438.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 12 December 1995 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, 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 the 10th day of November 1995.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mrs Swanepoel/CKF284.)

Case 3068/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **ABSA Bank Limited**, trading as Trust Bank, Plaintiff, and **G. R. Singh**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 11 November 1991 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 December 1995 at 10:00, in front of the Magistrate's Court, Ladysmith:

Lot 5311, Ladysmith (39 Foxglove Avenue), situated in the Borough of Ladysmith, Administrative District of Natal, in extent four hundred and fifty (450) square metres, held by Mortgage Bond 22149/88.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Three bedrooms, lounge, dining-room, kitchen and bathroom.

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 12 December 1995 at 10:00, at the Magistrate's Court, Ladysmith.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 10th day of November 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CTB057.)

Case 38/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Jbulisi Jerome Khumalo**, Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 13 December 1995 at 10:00, the main south entrance to the Magistrate's Court, Umlazi (near the National flag post), to the highest bidder:

Description: A certain piece of land, being Ownership Unit Q1308 (previously known as Q1210), in extent 229 square metres, situated in the Township of Umlazi, represented and described on General Plan BA230/1974, held by virtue of Deed of Grant G1151/179.

Improvements: A single storey face brick/brick and corrugated iron shop (supermarket) (174 m²). Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 14th day of November 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01541/26.)

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak 9931/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Saambou Bank**, Eiser, en **K. P. Poonyane**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 8 September 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 1 Desember 1995 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 18481, geleë in die dorpsgebied Thabong, distrik Welkom, groot 248 (tweehonderd agt-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer, drie slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

Die koopprys van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 19,75% (negentien komma sewe vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Geteken te Welkom op hierdie 31ste dag van Oktober 1995.

J. Fourie, vir Van Rooyen Mostert Fourie, Heeren II-gebou, Heerenstraat, Posbus 4, Welkom.

Saak 7862/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **H. J. Tempel**, Eerste Eiser, en **E. Tempel**, Tweede Eiser, en **Greyling Familietrust**, Eerste Verweerder, en **E. C. Greyling**, Tweede Verweerder

Kragtens 'n vonnis van die Landdros, Bloemfontein, en kragtens 'n lasbrief vir eksekusie gedateer 3 Oktober 1995, sal die ondervermelde eiendom per publieke veiling vir kontant op 15 Desember 1995 om 10:00 te die Landdroskantoor, Peetlaan, Bloemfontein, Oranje-Vrystaat, aan die hoogste bieder verkoop word:

Die Eerste Verweerder se reg, titel en belang in en tot die eiendom bekend as sekere Erf 3254, Bloemfontein, bekend as Unielaan 42, Bloemfontein.

Die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Bloemfontein-Oos, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Derde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

Gedateer te Bloemfontein hierdie 6de dag van November 1995.

Symington & De Kok, Prokureurs vir Eisers, Derde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein. (Verw. G. C. de Jongh/MC/XG1018.)

Saak 16379/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Q. F. Terblanche Bouers BK**, Verweerder

Ingevolge 'n vonnis gedateer 31 Augustus 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op 15 Desember 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 22102, Uitbreiding 146, geleë in die stad en distrik Bloemfontein, groot 1 741 m², gehou kragtens Transportakte T10422/1993, beter bekend as Flinkstraat 21, Fleurdal, Bloemfontein.

Verbeterings: Vierslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, opwaskamer, studeerkamer, TV-kamer, musiekkamer, twee badkamers, twee toilette, bedienekamer met toilet en swembad.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 20,250% (twintig komma twee vyf nul persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein op hierdie 27ste dag van Oktober 1995.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7597, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 4844/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Bubble Chemicals BK**, Verweerder

Ingevolge 'n vonnis gedateer 11 April 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op 15 Desember 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenhede 4 en 5 in die skema Terra-Nova SS4&5/1982, geleë in die stad en distrik Bloemfontein, groot 93 m² en 74 m², en groot 13 m² synde die grootte van elk van die Parkeerareas P12, P13 en P14, gehou kragtens Transportakte T4363/94, beter bekend as Terra-Nova 4 en 5, St Andrewstraat 131, Bloemfontein, asook Notariële Aktes van Uitsluitlike Gebruiksgebiede SK409/94S, SK410/94S en SK411/94S, beter bekend as Parkeerarea P12, P13 en P14 van die Eenhede Terra-Nova 4 en 5, St Andrewstraat 131, Bloemfontein, St Andrewstraat 131, Bloemfontein.

Verbeterings: Dupleksgebou bestaande uit kantore en drie onderdakparkerings.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,250% (agttien komma twee vyf nul persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein op hierdie 27ste dag van Oktober 1995.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7597, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 12923/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **mnr. Stanley Nhole**, Verweerder

Ingevolge 'n vonnis gedateer 4 Julie 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op 15 Desember 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 30756, Uitbreiding 4, geleë in die dorp Mangaung, distrik Bloemfontein, groot 358 m², gehou kragtens Transportakte T15903/1994, beter bekend as Nyokongstraat 3547, Bochabela, Bloemfontein.

Verbeterings: Vierslaapkamerwoonhuis met sitkamer, kombuis, badkamer, toilet, motorhuis, motorafdak, twee stoorkamers en buite toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,25% (sewentien komma twee vyf persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein op hierdie 27ste dag van Oktober 1995.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7597, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 8583/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Mev. Pavlina Davelis**, Verweerder

Ingevolge 'n vonnis gedateer 25 Junie 1993, en 'n lasbrief vir eksekusie in die Landdroshof Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 15 Desember 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 16487, Uitbreiding 106, geleë in die Stad en distrik Bloemfontein, groot 1 543 m², gehou kragtens Transportakte T1680/92, en beter bekend as Henry Faganstraat 6, Heuwelsig, Bloemfontein.

Verbeterings: Vyf slaapkamerwoonhuis met sitkamer, eetkamer, studeerkamer, kombuis, twee badkamers, twee toilette en twee motorhuise.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16,00% (sestien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 2de dag van November 1995.

J. H. Conradie, Prokureur vir Eksekusieskuldeiser, p.a. Rossouws, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 15985/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Kleinsake Ontwikkelingskorporasie Bpk.**, Eiser, en **Americo Pops CC** (handeldrywende as Americo Pops), Eerste Verweerder, en **Gilliam Johannes Oberholzer**, Tweede Verweerder

Kragtens 'n vonnis van die Landdros, Bloemfontein, en kragtens 'n lasbrief vir eksekusie gedateer 16 Augustus 1995, sal die volgende eiendom per publieke veiling vir kontant op 15 Desember 1995 om 10:00, te die Landdroskantoor, Peetlaan, Bloemfontein, Oranje-Vrystaat, aan die hoogste bieder verkoop word:

Die Verweerder se reg, titel en belang in en tot die eiendom bekend as:

1. **Sekere:** Erf 11145, Uitbreiding 65, Bloemfontein, ook bekend as George Lubbestraat 8, Hamilton, Bloemfontein, groot 461,105 vierkante meter.

2. Die eiendom bestaan onder andere uit die volgende: Werkswinkel, drie kantore, ontvangslokaal, damestoilet, manstoilet met stort, kombuis, twee stoorkamers en kluis.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Oos, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Derde Verdieping, NBS-gebou, Bloemfontein, gedurende kantoorure.

Gedateer te Bloemfontein hierdie 15de dag van November 1995.

L. Strating, vir Symington en De Kok, Prokureurs vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein. [Tel. (051) 30-2281.]

Saak 230/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Transnet Beperk**, Eiser, en **M. H. Peo**, Eerste Verweerder, en **Mev. R. Peo**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Sasolburg, gedateer 6 Februarie 1995, en 'n lasbrief vir eksekusie gedateer 7 Februarie 1995, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 15 Desember 1995 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 1167, geleë in die dorp Sasolburg-uitbreiding 1, distrik Parys, groot 902 (negehonderd en twee) vierkante meter.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopvooreenoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie:

Die eiendom staan bekend as Ben Olivierstraat 43, Sasolburg.

Bestaande uit: Woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die Kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trust Banksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 15de dag van November 1995.

R. A. P. Pretorius, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

Saak 1155/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **NBS Bank Beperk**, Eiser, en **Sibusiso Ndabayakhe Mthembu**, Eerste Verweerder, en **Moliehi Sapheria Mthembu**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie (heruitgereik) gedateer 22 Februarie 1995 sal die volgende eiendom geregtelik verkoop word op 15 Desember 1995 om 10:00 voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Erf 1400 (Uitbreiding 21), geleë in die dorp en distrik Harrismith, groot 1 056 (eenduisend ses-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T7740/1994, onderworpe aan die serwitute en voorwaardes daarin uiteengesit.

Verbeterings: (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit ingangsportaal, woonkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette. Daar is ook 'n bediende toilet en 'n motorhuis.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hierdie 10de dag van November 1995.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureur, Wardenstraat 49B, Posbus 22, Harrismith.

Saak 473/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SENEKAL GEHOU TE SENEKAL

In die saak tussen **Permanent Bank**, Eiser, en **F. S. Sardinha**, Eerste Verweerder, en **M. D. D. Sardinha**, Tweede Verweerder

Kragtens vonnis toegestaan deur bogemelde Agbare Hof gedateer 11 September 1995 en lasbrief vir eksekusie teen onroerende goedere gedateer 11 September 1995 sal die hierondervermelde onroerende eiendom geregtelik verkoop word aan die hoogste bieder op 8 Desember 1995 om 10:00 te die Landdroskantoor, Landdrosalaan, Senekal, te wete:

(1) Erf 23, Senekal, groot 495 vierkante meter.

(2) Erf 24, Senekal, groot 495 vierkante meter.

Die eiendom geleë te Erwe 23 en 24, Senekal, is verbeter met 'n hotelgebou.

Die belangrikste voorwaardes van verkoop:

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

2. Die koper sal aanspreeklik wees vir betaling van rente op die balans koopprys van tyd tot tyd verskuldig teen 18,75% (een agt komma sewe vyf persent) per jaar vanaf datum van bekragtiging van hierdie koop tot datum van betaling van die volle balans koopsom.

Die verkoopvoorwaardes lê ter insae by die kantore van: Charl Coetzer Prokureurs, Prokureur vir Eiser, Zuiderstraat 18, Senekal, asook by die Balju vir die Landdroshof, Senekal.

Geteken te Senekal op hierdie 16de dag van November 1995.

Charl Coetzer, Prokureur vir Eiser, Zuiderstraat 18, Senekal, 9600.

Saak 480/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SENEKAL GEHOU TE SENEKAL

In die saak tussen **Permanent Bank**, Eiser, en **M. A. Mile**, Verweerder

Kragtens vonnis toegestaan deur bogemelde Agbare Hof gedateer 19 September 1995, en lasbrief vir eksekusie teen onroerende goedere geregtelik verkoop word aan die hoogste bieder op 8 Desember 1995 om 10:00 te die Landdroskantoor, Landdroslaan, Senekal, te wete:

Erf 2354, Matwabeng, Senekal, groot 170 vierkante meter.

Die eiendom geleë te Erf 2354, Matwabeng, Senekal, is verbeter met 'n woonhuis bestaande uit drie slaapkamers, kombuis, sit/eetkamer en badkamer.

Die belangrikste voorwaardes van verkoop:

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

2. Die koper sal aanspreeklik wees vir betaling van rente op die balans koopprijs van tyd tot tyd verskuldig teen 17,25% (een sewe komma twee vyf persent) per jaar vanaf datum van bekragtiging van hierdie koop tot datum van betaling van die volle balans koopsom.

Die verkoopvoorwaardes lê ter insae by die kantore van: Charl Coetzer Prokureurs, Prokureur vir Eiser, Zuiderstraat 18, Senekal, asook by die Balju vir die Landdroshof, Senekal.

Geteken te Senekal op hiedie 16de dag van November 1995.

Charl Coetzer, Prokureur vir Eiser, Zuiderstraat 18, Senekal, 9600.

Saak 11847/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Mark Keith Viviers**, Eerste Verweerder, en **mev. Jeanetta Maria Viviers**, Tweede Verweerder

Ingevolge 'n vonnis gedateer 14 Junie 1995, en 'n lasbrief vir eksekusie in die Landdroshof Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 15 Desember 1995 om 10:00, te die Peetlaan-ingang van die Landdros-hof, Bloemfontein:

Sekere: Erf 20754, Bloemfontein-uitbreiding 128, geleë in die Stad en distrik Bloemfontein, ook bekend as Vlakfonteinlaan 39, Pellissier, Bloemfontein, groot 1 160 m², gehou kragtens Transportakte T6777/1993, Vlakfonteinlaan 39, Pellissier, Bloemfontein.

Verbeterings: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, kroeg en twee motorafdakke.

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 Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daarkragens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 13de dag van November 1995.

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 2770/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **G. B. Taute**, Eerste Verweerder, en **mev. E. M. Taute**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof, gedateer 9 Oktober 1995, en 'n lasbrief tot eksekusie, gedateer 9 Oktober 1995, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Balju se kantore, Bethlehem, gehou word op 15 Desember 1995 om 11:00, naamlik:

Erf 1481, geleë in die dorp en distrik Bethlehem, grootte 1 213 m².

Verbeterings: Sitkamer, eetkamer, drie slaapkamers, badkamer, aparte toilet, kombuis, motorhuis en motorafdak.

Terme: Die koper sal 10% (tien persent) van die koopprijs in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Theronstraat 3, Bethlehem, asook by die Balju vir die Landdroshof, Bethlehem.

Geteken te Bethlehem op hede die 10de dag van November 1995.

Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, 9700.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

CONSILIOR (EDMS.) BPK.

INVOLVENTE BOEDELVEILING VAN WONING TE AMANDASIG, AKASIA: WOENSDAG, 29 NOVEMBER 1995 OM 11:00, OP DIE PERSEEL

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **C. F. N. Keyser** (Meestersverwysing T3087/95), verkoop ons die volgende per publieke veiling:

Eiendom: Erf 613, Amandasig-uitbreiding 2.

Geleë te: Kremetartlaan 307.

Grootte: 1 180 m².

Verbeteringe: Ultra moderne dubbelverdiepingwoning met vier slaapkamers, twee en 'n half badkamers, sitkamer, TV-kamer, oopplan kombuis/eetkamer, binne tuin, glas koepeldak, dubbelmotorhuis met afstandbeheerde deure.

Veilingsvoorwaardes:

1. 10% (tien persent) deposito betaalbaar in kontant of bankgewaarborgde tjek met toeslaan van bod.
2. Waarborge vir die balans koopprys gelewer te word binne 30 dae na bekragtiging.
3. Die verkoop van die eiendom is onderhewig aan bekragtiging.
4. BTW eksklusief, indien van toepassing.

Navrae: Consilior (Edms.) Bpk. Tel. (012) 348-5111.

Na-ure: Dries Fourie. Tel. (012) 804-2190.

PHIL MINNAAR AFSLAERS

BOEDEL WYLE: E. P. MALHERBE

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 27 November 1995 om 11:00, Erf 501, Northwold-uitbreiding 15, Randburg:

Voorwaardes: 15% (vyftien persent) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg. Tel. (011) 475-5133.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **F. R. en A. E. Hamman**, T1975/95, verkoop Van's Afslaers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 29 November 1995 om 11:00, te Ribbonstraat 230, The Orchards, Akasia:

Beskrywing: Erf 1206, The Orchards-uitbreiding 11, Akasia.

Groot: 884 m².

Verbeterings: Tweeslaapkamerwoning.

Betaling op duplex: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers. Tel. (012) 335-2974.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **P. J. en R. Combrinck**, T1815/95, verkoop Van's Afslaers ondervermelde eiendomme, onderhewig aan bekragtiging, per openbare veiling op:

(a) 27 November 1995 om 10:00, te Markanne Haven 6, Akkerlaan, Greenhills, Randfontein:

Beskrywing: Eenheid 6, Skema 116 SS, Markanne Haven.

(b) 27 November 1995 om 11:00, te Springbokstraat 28, Rant-en-Dal, Krugersdorp.

Beskrywing: Erf 494, Rant-en-Dal.

Groot: 198 en 990 m².

Verbeterings: Duplex en woning onderskeidelik.

Betaling op duplex: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers. Tel. (012) 335-2974.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN GESOGTE INTENSIEWE SAAI- EN BEESPLASE, INDUSTRIËLE GEBOU, TREKKERS, VOERTUIG EN IMPLEMENTE, DELMAS- EN DEVON-DISTRIKTE OP ONDERGENOEMDE TYE EN PLEKKE

Behoorlik daartoe gelas deur die Voorlopige Kurator in die insolvente boedel **J. J. en M. M. van Vuuren**, Meestersverwysing T3489/95, verkoop ons per openbare veiling soos ondergenoem:

28 November 1995 om 10:00: Te Silversingel 754, Delmas-uitbreiding 6, Erf 754, Delmas-uitbreiding 6, bestaande uit goedverbeterde industriële gebou met vyf kantore, kombuis, toiletgeriewe (ablusiegebou van klinkersteen), drie motorafdakke, vyf werkwinkels, store en onderdakwerksarea. Toegerus met drie-fase-kragtoevoer vir die vervaardigingsbedryf.

Erf: 4 000 m².

Kantore: 150 m².

Werkswinkels en ander: 1 200 m².

Afslaersnota: Uitsers geskik vir vervaardigingsbedryf in staal en ingenieurswerke.

28 November 1995 om 11:30: 49-hektaar-plaas en roerende bates te Schoongezicht Boerdery en voerkraal, Delmas-distrik (sien roetebeskrywing). Gedeelte 9 van die plaas Schoongezicht 225, Registrasieafdeling IR, Transvaal.

Groot: 49,2587 hektaar, bestaande uit pragtige grasdakopstal, keerkrale, voerstore, werkwinkels, gronddamme met pomp en moederlyn, store en stal, te veel om op te noem.

Verbeterings: 4 674 m², sluit ondermeer ses staalstore in en eiendom is totaal ploegbaar. Grond wissel tussen Hutton en Avalon.

Afslaersnota: Uitsers geskik vir voerkraalaktiwiteite, melkery, besproeiing en kontantgewas-verbouing. Eiendom tot die maksimum verbeter, moet gesien word om te waardeer.

Roetebeskrywing: N12-snelweg vanaf Johannesburg na Witbank ± 15 km verby Delmas-afrif, neem Argent Dwarsfontein-afrif, regs oor brug, Veldskool regs ± 4 km ingang links. Kyk uit vir Leo-advertensieborde.

Roerende bates (direk na veiling van die plaas).

Implemente: Staalmeester-laaigraaf, 10-ton-Silobaler, John Deere-sesryskoffels, John Deere-dis, vierskaar John Deere- en Vetsakploeë, sesry John Deere-planter, vyfskaar Wittonploeg, John Shearer Vibro-flex, dorsmasjien, bossiekapper, staalband bonesnyer, vyftand Baskeripper, Maize Master-rollermeule, skrapeer, Drodsky-hamermeul, gifspuite, kanonspuite, 10-ton-massawaens, besproeiingspype, I.B.R.-sinkplate, voerbakke en meer.

Trekkers: Ford 3600, Fiat 650 en John Deere 2140.

Beeste: 17 Fries en Jerseys (vyf koeie, res gemengde jong diere).

Huurkoopitems: Agtry John Deere-planter, 1993 1-ton 2.4 Custom LAW, 100/90 Fiat-trekker, Aco 100 4 WD-trekker, Isuzu KB280 DT LESWB, Isuzu KB250D, Nissan Patrol 1994 4x4 LAW en Nissan Maxima 1993 300 SE (hierdie huurkoopitems sal onderhewig aan bekragtiging verkoop word).

Afslaersnota: Goedere in baie goeie toestand. Besigtiging van goedere by plaas, vra vir wag.

Voorwaardes van verkoop van roerende bates: Streng kontant of bankgewaarborgde tjeks na afloop van die veiling. Geen uitsondering sal gemaak word nie. B.T.W. sal gehef word.

29 November 1995 om 10:30: 243 hektaar, beesplaas, distrik Devon: Gedeelte 20 en die Restant van Gedeelte 3 van die plaas Palmietfontein 316, Registrasieafdeling IR, as 'n eenheid bestaande uit:

Uitsluitlik geskik vir weiding, in vyf kampe verdeel, 35 hektaar aangeplante Smutsvinger, res rooigrasweiding. Standhoudende waterkuile in vleigedeelte.

Verbeterings: Drieslaapkameropstal met kombuis, badkamer, sit- en eetkamer ± 150 m².

Skuur: Gepleisterde steen onder asbesdak.

Skuur: Staalgeëldde sinkstruktuur.

Melkstal: Gepleisterde, steen en sinkdak.

Opstal: ± 150 m².

Skure: ± 350 m².

Melkstal: ± 140 m².

Roetebeskrywings: ± Vyf (5) km vanaf Devon en ± 10 km vanaf Leandra op die R29. Enigste ingang aan treinspoorkant, volg grondpad oor treinspoor, oor brug vir ± 6 km, kyk uit vir aanwysers.

Besigtiging: By die plaas.

Verkoopvoorwaardes van vaste eiendomme: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjeks. Waarborg vir die balans binne 30 dae na bekragtiging deur die Kurator.

Samevoeging, wysiging en/of reg van onttrekking word voorbehou.

Vir meer besonderhede skakel ons kantoor by Tel. (012) 341-1314.

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **H. J. Botha**, Master's Reference T1066/95, we will sell Erf 1665 at the residence 5 Natasha Street, Birchleigh North, on Monday, 27 November 1995 at 10:30:

Terms: 20% (twenty per cent) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

AEDNDORFF AUCTIONEERS (PTY) LTD

(Master's Ref. T2288/95)

SALES: SUBURBAN DWELLING AND SMALL HOLDING

INSOLVENT ESTATE: A. C. STEWART

As instructed by the Liquidator in the above matter, we will sell the following properties by public auction on Thursday, 30 November 1995:

Suburban dwelling at 10:00: Being Stand 438, Oberholzer, 31 Eggo Jan Street, Oberholzer. Dwelling consists of three bedrooms, bathroom with shower and separate toilet, lounge, dining-room, TV-room fully carpeted throughout, large kitchen, double garage, maid's room and laundry. Dwelling is walled on three sides.

Small holding at 11:30: Being Plot 31, De Pan, Randfontein. Fully fenced, 10 Morgan Plot, with two workers' houses of cement and brick and borehole (no pump).

Directions to small holding: From Randfontein take the R501 to Carletonville, turn right on the R500 towards Tarlton for 13,4 km, then turn right into Delange, for two comma one km on dirt road, turn left into Third Road. From Tarlton take the R47 towards Ventersdorp ($\pm$ 23 km), four-way stop turn left on R500 towards Carletonville six comma nine km, turn left into Delange for two comma one km on dirt road, turn left into Third Road.

Viewing: Day prior to sale from 08:30 to 16:30.

Terms: 10% (ten per cent) deposit on the fall of the hammer. Subject to confirmation within 14 days. Balance by means of guarantees to be lodged within 30 (thirty) days of confirmation.

For further particulars contact the auctioneers: Adendorff Auctioneers (Pty) Ltd, 152 Rosettenville Road, Springfield, Johannesburg. [Tel. (011) 683-8360/1/2/3.] [Fax. (011) 683-8114.]

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **C. S. Botha**, T3467/95, verkoop Van's Afslers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 1 Desember 1995 om 11:00, te Jack Pricestraat 22, Meyerton:

Beskrywing: Erf 729, Meyerton-uitbreiding 4, Gauteng.

Groot: 1 348 m².

Verbeterings: Vyfslaapkamerwoning.

Betaling op duplex: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslers. Tel. (012) 335-2974.

VERED AUCTIONEERS

PUBLIC AUCTION

INSOLVENT ESTATE A. H. AND J. F. BOSHOFF

(Master's Ref. T2512/95)

Instructed by the Trustee in the above matter, we will sell by public auction, Erf 158, Rooihuiskraal, Centurion, measuring 1 000 square metres, being 22 Rietsangerlaan, Rooihuiskraal, Centurion:

Improvements include a single-storey dwelling of entrance hall, lounge, dining-room, large TV-room with sliding doors to swimming-pool area, kitchen, four bedrooms and two bathrooms (M.E.S.)

Outbuildings comprise a maid's room and toilet, covered entertainment area around the swimming-pool and lock-up carports for three cars.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustees.

Date: Friday, 1 December 1995 at 11:00, at the property.

Viewing: During the day, security in attendance.

Date: 14 November 1995.

For further information please contact the Auctioneers, Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: H. J. VAN ECK, MASTER'S REFERENCE NUMBER T2887/95**

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at Unit 17, Carnegie Park, situated on Blarney Avenue, Hennopspark, Centurion District, Gauteng, on Tuesday, 28 November 1995, commencing at 10:30, a three-bedroomed town-house:

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: E. H. JOGEE, MASTER'S REFERENCE NUMBER 19661/94**

Duly instructed by this Estate's Executor, we will sell by public auction, on site at 198B Anderson Street, City and Suburban, Johannesburg, District, Gauteng, on Monday, 27 November 1995, commencing at 10:30, business premises:

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: DR W. P. LABUSCHAGNE, MASTER'S REFERENCE NUMBER T2669/95**

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at 38 Elkie Drive, Wilropark, Roodepoort District, Gauteng, on Monday, 27 November 1995, commencing at 14:30, a four-bedroomed home:

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: A. P. SOMERS, MASTER'S REFERENCE NUMBER T2617/95**

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at 2 Vinlet Street, Valhalla, Pretoria District, Gauteng, on Monday, 27 November 1995, commencing at 10:30, a three-bedroomed home:

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: E. R. HARRIS, MASTER'S REFERENCE NUMBER T3262/95**

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at 11 Minnaar Street, Davidsonville, Roodepoort District, Gauteng, on Monday, 27 November 1995, commencing at 10:30, a four-bedroomed home:

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS**ETRUSCAN DEVELOPMENT CORPORATION CC (IN LIQUIDATION), MASTER'S REFERENCE NUMBER T3135/95**

Duly instructed by this Estate's Liquidator, we will sell by public auction, on site at Monterrey, Cluster Development, Troupand Avenue, corner of Robyn Avenue, Magaliesig Extension 33 (Bryanston), Sandton District, Gauteng, on Thursday, 30 November 1995, commencing at 10:30, sixty vacant stands:

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS**DECEASED INSOLVENT ESTATE: M. A. PESTANA, MASTER'S REFERENCE NUMBER 8597/94**

Duly instructed by this Estate's Executor, we will sell by public auction, on site at Portion 32 (a portion of Portion 4) of the farm Rondebult 136, Registration Division IR, Transvaal, Rondebult, Gauteng, also known as Portion 2 of Plot 4, Kate Hamel Settlement of farm Rondebult, Germiston District, Gauteng, on Wednesday, 29 November 1995, commencing at 10:30, a large small holding with improvements:

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: F. KATSOURIS (SYFRETS BANK)**

Duly instructed by a Leading Financial Institution, we will sell by public auction, on site at 62 Boundary Road, Brakpan, District of Brakpan, Gauteng, on Thursday, 30 November 1995, commencing at 10:30, a restaurant:

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

VAN'S AFSLAERS**VEILING: EIENDOM**

In opdrag van die Kurator van insolvente boedel **J. en P. A. S. Meyer**, T2107/95, verkoop Van's Afslers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 28 November 1995 om 11:00, te Plot 263, Kameeldrift-Wes, Pretoria:

Beskrywing: Gedeelte 263 van die plaas Kameeldrift 313, JR, District of Pretoria.

Groot: 4,3989 ha.

Verbeterings: Twee wonings en woonstel.

Betaling op duplex: 10% (tien persent) deposito *plus* kommissie. Balans binne 30 dae.

Inligting: Van's Afslers. Tel. (012) 335-2974.

VAN'S AFSLAERS**VEILING: EIENDOM**

In opdrag van die Kurator van insolvente boedel **M. M. Engelbrecht**, T2491/95, verkoop Van's Afslers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 1 Desember 1995 om 11:00, te Baldwinstraat 96, Schoemansville:

Beskrywing: Erf 814, Schoemansville.

Groot: 1 487 m².

Verbeterings: Drieslaapkamerwoning.

Betaling: 10% (tien persent) deposito *plus* kommissie. Balans binne 30 dae.

Inligting: Van's Afslers. Tel. (012) 335-2974.

VAN'S AFSLAERS**OPENBARE VEILING**

In opdrag van die Kurators van insolvente boedels **J. en P. A. S. Meyer**, T2107/95, **D. Pieterse**, T2482/89, **B. H. Roos**, T1871/95, **G. H. von Sponneck**, T1201/95, **E. Ras**, T1610/95, **C. E. en C. M. Fourie**, T650/95, **J. K. van der Watt**, T3477/94, **B. Schutte**, T1680/95, **L. Thom**, T954/95, **Profin Insurance Brokers BK**, T2995/95 en **Dotiro Clothing BK**, in likwidasie, T2249/94, verkoop Van's Afslers ondervermelde, per openbare veiling op 30 November 1995 at 10:00, te Van's Afslers, Booyensstraat 521, Gezina, Pretoria:

Beskrywing: Tyddeel, vuurwapens, voertuie, klerasie, ontwerpersjuwele, meubels en toerusting.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslers. Tel. (012) 335-2974.

TRAKMAN'S AUCTIONEERS (PTY) LTD**SALE BY AUCTION: COMPANY IN LIQUIDATION**

Instructed thereto by the Liquidator of **Aquasave Sealants (Pty) Ltd**, in liquidation, Master's Ref. T3257/95, we will sell the assets at our Mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 28 November 1995 at 10:30:

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139. Tel. (011) 614-7135.

PROPERTY MART**SALES**

Duly instructed by the Joint Provisional Liquidators of **Chung Hua Mansions (Pty) Ltd** (Master's Ref. T3148/95), being Erf 1298, Johannesburg, Registration Division IR, Transvaal, and 496 square metres in extent, situated at 191 Jeppe Street, Johannesburg, zoned Business 1.

This is a 11-storey building of offices and a ground floor Wimpey Restaurant, being the anchor tenant.

The property will be offered:

First:

(1) Provisionally with the leases.

(2) Without the leases.

Sale takes place on the spot on Thursday, 7 December 1995 at 11:00.

Terms: 10% (ten per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: A. W. Hartard, for Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. A/h. (011) 462-3731.

VAN VUUREN AFSLAERS**INSOLVENTE BOEDELVEILING VAN DRIESLAAPKAMERWONING—VANDERBIJLPARK**

In opdrag van die Kurator in die insolvente boedel **W. J. en M. J. E. Fouche**, Meestersverwysing T1858/95, verkoop ons hierdie ondervermelde eiendom per openbare veiling op Donderdag, 30 November 1995 om 11:00:

Plek van veiling: De Beerstraat 36, Vanderbijlpark-Suidoos 2.

Beskrywing van eiendom: Erf 930, ook bekend as De Beerstraat 36, Vanderbijlpark-Suidoos 2, Registrasieafdeling IQ, Transvaal.

Groot: 759 m².

Verbeterings: Hierdie netjiese staan-teëldakwoning bestaan uit drie slaapkamers, studeerkamer, sitkamer, eetkamer, kombuis, een en 'n halwe badkamers, aparte stort, matte, enkel toesluitmotorhuis, bediendekamer met geriewe, gevestigde tuin en plaveisel.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

Besigtiging: Daaglik tussende 09:00 en 16:00.

Navrae: Skakel die Afslaer.

Van Vuuren Afslaers. Tel. (012) 344-4888. Faks. (012) 343-3666.

Die beste is die minste wat ons kan doen.

BON ACCORD AFSLAERS**INSOLVENSIEVEILING**

S.K.I. SYSTEMS (IN LIKWIDASIE), MEESTERSVERWYSINGSNOMMER T2354/95

INSOLVENTE BOEDEL: F. G. T. MULDER, MEESTERSVERWYSINGSNOMMER T47/95

INSOLVENTE BOEDEL: F. SLABBERT, MEESTERSVERWYSINGSNOMMER T4160/95

INSOLVENTE BOEDEL: J. L. POTGIETER, MEESTERSVERWYSINGSNOMMER T3147/94

BESTORWE BOEDEL: M. P. J. STRYDOM, MEESTERSVERWYSINGSNOMMER 13810/94

INSOLVENTE BOEDEL: C. E. STROH, MEESTERSVERWYSINGSNOMMER 1992/94

Behoorlik gelas deur die Trusteers, Likwidadeurs en ander handelaars in bogenoemde boedels en sake, sal ons die bates in bogenoemde boedels per openbare veiling verkoop op Dinsdag, 28 November 1995 om 10:00:

Plek: Op die perseel Bon Accord Afslaers, Plot 65, oorkand Saskoo.

BERNARDI AUCTIONEERS

INSOLVENT ESTATE: A. P. SOMERS, T2125/95

AUCTION

1. Erf 380, Valhalla, in extent 1 566 m, four-bedroomed dwelling, sold on site, 10 Flora Road, Valhalla, Monday, 27 November 1995 at 11:00.

2. Erf 1080, Valhalla, in extent 1 854 m, four-bedroomed dwelling, sold on site, 25 Flora Road, Valhalla, Monday, 20 November 1995 at 12:00.

Terms: 10% (ten per cent) deposit plus 3,42% (three comma four two per cent) buyers commission at auction balance within 30 days from acceptance.

Bernardi Auctioneers. Tel. (012) 43-6914/5.

Friday, 17 November 1995.

CAPE • KAAP**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal BKB Eiendomme (Edms) Bpk, Port Elizabeth op 15 Desember 1995 om 10:00 voor die Landdroskantoor te GRAHAMSTAD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van Gedeelte 1 (ASSEGA BUSH WEST) van die plaas ASSEGAAI BUSH NR 296 in die Afdeling van Albany
GROOT: 74,4774 hektaar

(2) Gedeelte 5 (gedeelte van Gedeelte 1) van die plaas ASSEGAAI BUSH NR 296 in die Afdeling van Albany
GROOT: 313,0193 hektaar

(3) Gedeelte 6 (gedeelte van Gedeelte 1) van die plaas ASSEGAAI BUSH NR 296 in die Afdeling van Albany
GROOT: 321,3844 hektaar

Eiendomme (1) tot (3) blykens Akte van Transport T31689/1990

in die naam van BASIL STUART SCHEEPERS

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (3) 35 km wes van Grahamstad

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3):

Woonhuis, dubbelmotorhuis, 4 stoorkamers en melkstal. Veekerend omhein en verdeel in kampe. 9 Gronddamme, Assegaairivier, boorgat en 2 sementopgaartenks.

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, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSIGINGSNOMMER: DEAB 03610 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 16 November 1995.

TABLE OF CONTENTS

LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES	10
Sales in execution:	
Provinces: Transvaal.....	10
Cape.....	81
Natal	103
Orange Free State	132
Public auctions, sales and tenders	137

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE.....	10
Geregtelike verkope:	
Provinsies: Transvaal.....	10
Kaap	81
Natal	103
Oranje-Vrystaat	132
Openbare veilings, verkope en tenders	137
